

January 31, 2011 WORK SESSION 5:00 PM

Taylor Conference Room 12000 Findley Road, Suite 300 http://www.JohnsCreekGA.gov

- A) PLEDGE OF ALLEGIANCE
- B) OPENING COMMENTS-Mayor Bodker
- C) DEPARTMENTAL UPDATES

City Manager •Overview of Meeting and Expectations

Recreation Manager •Non-Resident Fee Policy Review

Neighboring Parks Fee Policies RPAC Recommendations

■Park Association Contracts

Review of Facility Use Agreements Review of Athletic Association Policies &

**Procedures** 

City Manager • Capital Needs for 2011

Council Direction to Staff

Legal •Charter Discussion

- D) EXECUTIVE SESSION (If Needed)
- E) ADJOURNMENT





# Who are Residents? Who are Non-Residents?

A resident is typically defined as a person whose legal domicile is located within the city limit boundaries of the City of Johns Creek.

"Non-City Resident" applies to all others.



# What is a Non-Resident Fee?

#### A Non-Resident Fee is:

- Charged to an individual that lives outside the city limits of Johns Creek.
- Charged when a non-resident formally uses a City-owned park facility or formally participates in a City-managed recreational league, program or class.
- Charged in addition to the base resident rate
- Non-Resident fees collected by contracted Park Associations would be paid entirely to the City.



# Where can Non-Resident Fees be applied?

Non-Resident Fees can be applied to any facilities owned and/or managed by the City of Johns Creek. (Newtown Park, Ocee Park, Shakerag Park & Autrey Mill Nature Preserve)





# Why have a Non-Resident Fee Policy?

Recover increased maintenance costs. Non-resident use of our park facilities increase our maintenance costs that are not offset by City Resident taxes. Non-resident fees can provide additional funds to pay for increased facility maintenance and park improvement costs.

Demand to use our Park Facilities and many programs is high. We have approximately 200 acres of parks. The National Recreation & Parks Association standards recommend 5-8 acres of parkland per 1,000 residents, or approximately 350 - 560 acres for a city the population of Johns Creek. Therefore, residents are being denied the opportunity of usage of City facilities as a result of non-paying, non-residents.



# Why have a Non-Resident Fee Policy?

- Priority registration for Johns Creek Residents.
   A required priority registration period would provide Johns Creek
   Residents with first opportunity to register for City-managed/sponsored programs.
- Non-resident fees have been implemented by several north Fulton County cities for several years. Johns Creek residents are charged non-resident fees when they participate in neighboring park programs or use neighboring park facilities. Currently, Johns Creek does not implement any additional fees to non-resident participants in our programs or park facilities.



# **Summary of Non-Resident Fee Policy**

### Non-Resident Fee Policy

The residents of Johns Creek make a significant contribution to the financing and operation of the Parks and Recreation Division. City taxes are paid whether or not the individual participates or uses the City's parks and recreational programs/facilities.

This "Fair Share" Policy concept is intended to apportion to non-residents a fee, so that they contribute to the overall financing of the Parks and Recreation Division on a fair basis with residents. It is hoped that this policy will give not only fair treatment, but also a better understanding of fees and overall financing to both residents and non-residents.



# Fall 2010 Youth Sports Association Resident vs. Non-Resident Study

Residential addresses of our Fall 2010 City Park Association participants were analyzed to determine how many participants were Johns Creek Residents vs. Non-Residents

#### PARK PARTICIPATION TOTALS FOR FALL 2010

- Newtown Park 2,651 participants
  - Approximately 1,261 (47%) were city residents
  - Approximately 1,390 (52%) were non-residents.
  - The majority of non-resident participants reside in the City of Alpharetta and the City of Roswell.

#### Ocee Park – 515 participants

- Approximately 342 (66%) were city residents.
- Approximately 173 (33%) were non-residents.
- The majority of non-resident participants reside in the City of Alpharetta.





# Non-Resident Fee Policies of the City of Johns Creek & Neighboring Jurisdictions

**Johns Creek** No priority registration for residents

\$15 non-resident fee for out of *County* 

(collected by athletic associations-paid to the City)

No non-resident fee for facility rentals

**Roswell** One-week priority registration for residents

50% non-resident fee for programs

50% non-resident fee for facility rentals

**Alpharetta** Two-week priority registration for residents

50% - 75% non-resident fee for programs

25% non-resident fee for facility rentals





# Non-Resident Fee Policies of Neighboring Jurisdictions

City of Milton Two-week priority registration for residents

50% non-resident fee for programs

50% non-resident fee for facility rentals

**Forsyth County/** No priority registration for residents

**Sharon Springs Park**/ 20% non-resident fee for programs

**South Forsyth Soccer** 20% non-resident fee for facility rentals

**Complex** 





# Potential Non-Resident Fee Policy Revenue from Athletic Association Programs

Based on preliminary analysis of 2009 Newtown Park and Ocee Park athletic association program participation, potential annual revenue from a Non-Resident Fee Policy for Recreation Programs would be:

25% Non-Resident Fee = Approximately \$72,000

50% Non-Resident Fee = Approximately \$144,000

75% Non-Resident Fee = Approximately \$216,000

Analysis was based on annual athletic association revenue of \$850,000, an assumption of 40% non-resident participation and an anticipated 15% reduction in non-resident participants.



# Potential Non-Resident Fee Policy Revenue from Park Facility Rentals

Based on preliminary analysis of 2009 facility rentals (pavilions, clubhouse, fields, tennis, etc.) potential annual revenue from a Non-Resident Fee Policy for Park Facility Rentals would be:

25% Non-Resident Fee = Approximately \$1,700.00

50% Non-Resident Fee = Approximately \$3,400.00

100% Non-Resident Fee = Approximately \$6,800.00

Analysis was based on annual facility rental revenue of approximately \$17,000.00 and an assumption of 40% non-resident rentals.





# Non-Resident Fee Policy Recommendations

#### Master Plan Recommendation – Lose & Associates

- Establish a preferred registration policy for Johns Creek residents.
- Implement a 50% non-resident fee for all programs.
- Implement a 100% non-resident fee for all facility rentals.





# Non-Resident Fee Policy Recommendations

# **Recreation & Parks Advisory Committee Recommendation**

- Establish a preferred resident registration period of two weeks.
- Implement a 25% non-resident fee for all City and Athletic Association programs.
- Implement a 25% non-resident fee to the Autrey Mill membership fee.
- Implement a 25% non-resident fee for all park facility rentals.
- All park-related non-resident fees collected by the City will be allocated towards future park improvements.





# Non-Resident Fee Policy Recommendations

#### Staff Recommendation

- Establish a preferred resident registration period of two weeks.
- Implement a 50% 75% non-resident fee for all City and Athletic Association programs.
- Implement a 100% non-resident fee for all park facility rentals.
- Implement a City surcharge on all Autrey Mill Nature Preserve programs.





# **DISCUSSION / QUESTIONS**

Direction to Staff / Recreation & Parks Advisory Committee



#### **RECREATION FACILITY "RESIDENT" FEES**

	Current	Recommended by Master Plan				
	City of Johns Creek	City of Johns Creek	City of Alpharetta	City of Roswell	City of Milton	City of Sandy Springs
Multi-Purpose Field	\$45/hour	\$45/hour	\$50/hr (grass) \$75/hr (turf)	not reported	n/a	\$18.75/hour*
Baseball/Softball Field	\$45/hour	\$45/hour	\$50/hour	not reported	\$25/hour	\$18.75/hour*
Lights	\$25/hour	n/a	\$35/hour	not reported	\$25/hour	not reported
Small Picnic Pavilion	\$25/hour*	\$35/hour*	\$10/hour*	not reported	n/a	\$17.50/hour*
Large Picnic Pavilion	\$40/hour*	\$60/hour*	\$10/hour*	not reported	n/a	\$25/hour*
Tennis Court	\$5/hour*	\$10/hour*	\$3.75/hour*	not reported	na/	Free
Meeting Room	\$30/hour*	\$50/hour*	\$70/hour	not reported	\$41.66/hour*	\$23.75/hour*

<sup>\* 2-</sup>hour minimum \* 2-hour minimum

<sup>\* 2-</sup>hour minimum

<sup>\*3-</sup>hour minimum \* 4-hour minimum

### **Autrey Mill Nature Preserve Facility Rental Fees**

Summerour House	Monday until 4pm Friday \$50/hour	Friday 4pm until 11pm \$125/hour	Saturday or Sunday \$175/hour	
Warsaw Church	Monday until 4pm Friday \$50/hour	Friday 4pm until 11pm \$75/hour	Saturday \$100/hour	<b>Sunday</b> \$75/hour
Program Barn	\$25/hour			
Pole Barn	Monday until 4pm Friday \$25/hour	Friday after 4pm, Saturday, Sunday \$50/hour	<b>Grill Use Fee</b> \$25/hour	
Outdoor Stage	Pricing dependent on event			
Amphitheater	Non-Profit/Community Groups \$25/hour	Others Pricing dependent on event	Fire Permit \$50	
Pine Tree Circle Tulip Tree Circle Trail Amphitheater River Pavilion	Free on first come basis  Reserved for 2-hour event = \$20  Reserved for additional hour = \$10			

# 2011 RECREATIONAL FEE COMPARISONS

#### **REC SOCCER**

JOHNS CREEK - NEWTOWN PARK	Resident Fee	Non-Resident Fee*	# of Games/Season
Rec Soccer	\$115.00	\$130.00	8 - 10
		*out of County	
CITY OF ALPHARETTA	Resident Fee	Non-Resident Fee	# of Games/Season
U-6	\$80.00	\$140.00	8
U-8	\$100.00	\$175.00	8
U-10 +	\$140.00	\$245.00	10-12
City of Roswell	Resident Fee	Non-Resident Fee	# of Games/Season
Rec Soccer	\$98.00	\$147.00	

#### **REC BASEBALL / SOFTBALL**

NEWTOWN PARK	Resident Fee	Non-Resident Fee*	# of Games/Season
Rec Baseball	\$115.00	\$130	8 - 10
		*out of County	
OCEE PARK	Resident Fee	Non-Resident Fee*	# of Games/Season
T-Ball	\$175.00	\$190.00	18
Baseball	\$210.00	\$225.00	14 + tournament
Softball	\$210.00	\$225.00	14 + tournament
		*out of County	
Alpharetta - Webb Br Park	Resident Fee	Non-Resident Fee	# of Games/Season
T-Ball	\$125.00	\$218.75	10
7 - 12 yr olds	\$150.00	\$262.50	12
Alpharetta - Wills Park Baseball	Resident Fee	Non-Resident Fee	# of Games/Season
5 - 7 yr olds	\$125.00	\$218.75	12
8 yr olds	\$150.00	\$262.50	15
9-15 yr olds	\$200.00	\$312.50	15
16-18 yr olds	\$215.00	\$327.50	15
Alpharetta - Youth Softball Assoc.	Resident Fee	Non-Resident Fee	# of Games/Season
5 yr olds	\$125.00	\$218.75	
6 - 11 yr olds	\$135.00	\$236.25	
12 - 15 yr olds	\$145.00	\$253.75	
City of Roswell	Resident Fee	Non-Resident Fee	# of Games/Season
Rec Baseball	\$144.00	\$216.00	
City of Milton - Hopewell Baseball Assoc	Resident Fee	Non-Resident Fee	# of Games/Season
4-5 yr olds	\$180.00	\$270.00	12-14
6-8 yr olds	\$200.00	\$300.00	12-14
9-15 yr olds	\$235.00	\$352.50	12-14
Forsyth County - Sharon Springs Park	Resident Fee	Non-Resident Fee	# of Games/Season
Fall Baseball/Softball	\$65.00	\$78.00	8-10

#### **REC LACROSSE**

NEWTOWN PARK	Resident Fee	Non-Resident Fee*	# of Games/Season
Rec Lacrosse	\$150.00 - \$170.00	\$165.00 - \$185.00 *out of County	8 - 10
CITY OF ALPHARETTA Rec Lacrosse	Resident Fee \$150.00	Non-Resident Fee \$262.50	# of Games/Season 10 - 12
City of Roswell Rec L acrosse	<u>Resident Fee</u> \$154.00	Non-Resident Fee \$231.00	# of Games/Season

#### **FLAG FOOTBALL**

NEWTOWN PARK	Resident Fee	Non-Resident Fee*	# of Games/Season
Flag Football	\$115.00	\$130.00	8 - 10
		*out of County	
Alpharetta Youth Football Assoc.	Resident Fee	Non-Resident Fee	# of Games/Season
Flag Football	\$135.00	\$288.75	
City of Roswell	Resident Fee	Non-Resident Fee	# of Games/Season
Flag Football	\$110.00	\$165.00	
Johns Creek Youth Football Association	Resident Fee	Non-Resident Fee	# of Games/Season
Flag Football	\$150.00	n/a	8

#### **TACKLE FOOTBALL**

City of Alpharetta / Alpharetta Eagles Tackle Football	Resident Fee \$299.00	Non-Resident Fee \$411.50	# of Games/Season
Forsyth County / Sharon Springs Park Tackle Football	Resident Fee	Non-Resident Fee	# of Games/Season
	\$295.00	\$295.00	8 plus tournament
Johns Creek Youth Football Assoc.	Resident Fee	Non-Resident Fee	# of Games/Season
Tackle Football	\$350.00	\$350.00	8-10
<u>City of Roswell</u>	Resident Fee	Non-Resident Fee	# of Games/Season
Tackle Football	\$260.00	\$390.00	





# **Park Associations**

The City has contracted with non-profit organizations to operate and manage recreational programs in our City Parks.

- Autrey Mill Nature Preserve Association
- Newtown Recreation Athletic Association
- Ocee Park Athletic Association
- Senior Services North Fulton (in discussions, not yet under contract)





# **Autrey Mill Preserve Association Agreement**

- Established March 8, 2010.
- Expires December 31, 2014.
- Agreement authorizes Autrey Mill Preserve Association to use Autrey Mill Preserve & Heritage Center, buildings and facilities to offer programs, activities and events for children's school and after-school programs, home school programs, summer camp, adult and senior citizen programs, environmental education and heritage and oral history.
- The Association shall, at a minimum, expend at least 5% of fees collected by the Association from use of buildings, programs, etc. on City-approved park improvements.
- Approximate annual revenue: \$100,000





# **Newtown Recreation Athletic Association Agreement**

- Established March 12, 2007.
- Renewed February 25, 2008.
- Expires December 31, 2013.
- Agreement authorizes the Newtown Recreation Athletic Association to have non-exclusive use of Newtown Park for the purpose of conducting athletic programs.
- The Association shall, at a minimum, expend at least 5% of fees collected by (or \$25,000, whichever is greater) the Association from use of buildings, programs, etc. on City-approved park improvements.
- Approximate annual revenue: \$560,000





# Ocee Park Athletic Association Agreement

- Established March 12, 2007.
- Renewed February 25, 2008.
- Expires December 31, 2013.
- Agreement authorizes the Ocee Park Athletic Association to have nonexclusive use of Ocee Park for the purpose of conducting athletic programs.
- The Association shall, at a minimum, expend at least 5% of fees (or \$25,000, whichever is greater) collected by the Association from use of buildings, programs, etc. on City-approved park improvements.
- Approximate annual revenue: \$250,000





# **Athletic Association Policies & Procedures**

- Drafted from Fulton County's Athletic Association Policies & Procedures.
- Approved by City Council on February 26, 2007
- The Policies and Procedures Manual establishes legal, organizational and operational requirements for all Athletic Associations that operate on City Park Property.





### Recommendations

#### **Parks & Recreation Master Plan**

Update association use agreements.

### **Recreation & Parks Advisory Committee**

Review association agreements to develop consistency in the various agreements



# **Discussion / Questions**

Direction to Staff / Recreation & Parks Advisory Committee



#### OPERATING AGREEMENT

#### BETWEEN THE CITY OF JOHNS CREEK, GEORGIA

#### AND

#### AUTREY MILL NATURE PRESERVE ASSOCIATION, INC.

THIS AGREEMENT, entered into this 2 day of March, 2010, between THE CITY OF JOHNS CREEK, GEORGIA (hereinafter referred to as the "City"), and AUTREY MILL NATURE PRESERVE ASSOCIATION, INC. (hereinafter referred to as the "Association").

#### WITNESSETH:

WHEREAS, in April 2007, the City of Johns Creek acquired the 46-acre public park known as Autrey Mill Nature Preserve and Heritage Center from Fulton County (the "Property"); and

WHEREAS, the public park is truly one of the city's greatest natural assets, preserving a slice of rural life that characterized the community a hundred years ago; and

WHEREAS, the fact that this icon remains part of the community is a tribute to hard work by a committed group of volunteers, led by the Autrey Mill Nature Preserve Association, Inc., which preserved the property and helped assemble the collection of buildings dating back to the 19<sup>th</sup> century for current and future generations to experience; and

WHEREAS, through working together with the City in a mutually beneficial relationship, the Association will continue to perform its mission of providing the public with educational, recreational, environmental, and historical programs; and

WHEREAS, the Association and the City have engaged in a dispute to resolve the status of a leasehold interest purportedly held by the Association in the Property, and this Agreement is entered in resolution of such dispute; and

WHEREAS, the City of Johns Creek is pleased and proud to enter into a relationship with the Association, as embodied by the following operating agreement.

NOW, THEREFORE, except for the Association's covenants, promises and obligations provided under Article 2.1 regarding (i) the authorization to transfer buildings and facilities located on the Property to the City and (ii) the provision of notification to the Attorney General of Georgia of the Association's intent to transfer such buildings, the terms and provisions of this Agreement and the promises and covenants contained herein shall not become effective until the date the Attorney General of Georgia has provided his consent to such transfers or otherwise waived any objection to such transfers (such date to be referred to herein as the "Effective Date"). In consideration of the foregoing premises and mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

#### 1.0 STATEMENT OF WORK AND PROGRAMMING

- Under this Agreement, the Association agrees to operate and maintain the 1.1 Property in accordance with the guidelines established by this Paragraph and Agreement as a whole, as well as City policies and procedures applicable to activities on the Property, that will be adopted and may be amended from time to The Association has the right to propose specific recreational and educational programs and, subject to the approval by the City of (i) each program, (ii) the program schedule, which shall include the dates and times the programs are offered, (iii) and the schedule of fees, to operate those programs at the Property at the Association's expense (such approved programs hereinafter referred to as "Association Programs"). The scope of the Association Programs may include, but is not limited to, children's school and after-school programs, home school programs, summer camp, adult and senior citizen programs, environmental education and heritage and oral history. The Association shall be responsible for the design and content of its programs and exhibits, subject to City approval. Prior to substantially changing the design or content of any exhibits used for Association Programs, the Association shall notify (verbally or in writing) the City of any such desired change to the exhibit. Upon receipt of such communication or notice, the City shall either provide its approval or disapproval of the substantial change within a reasonable time thereafter, or request that the Association submit more information to the City regarding the proposed change to the exhibit. If the Association submits more information pursuant to a City request, then the City shall provide its approval or disapproval within a reasonable time after receipt of such further information.
- 1.2 The City reserves the right to operate its own programs ("City-Funded Programs") at the public park. The City retains the right to operate such programs at Autrey Mill independent of the Association. Accordingly, the City may, at its sole discretion, contract with third parties to operate programs at Autrey Mill. In the event the City contracts with a third party to operate any programs at the Property, such third party will be required to provide insurance with coverage requirements equal to or greater than the insurance coverage required of the Association by Section 8.0. The City shall be responsible for funding a City-Funded Program, whether operated by the Association or independently by the City under the supervision of the Recreation and Parks Manager of the City of Johns Creek; provided however, the City shall not be obligated or responsible for funding any programs other than a City-Funded Program. Despite the City's approval of the Program Schedule, as provided in Section 1.3 below, in the event of a scheduling conflict between a City-Funded Program and an Association Program, the City-Funded Program shall be given priority for Property use provided the Association Program can be reasonably rescheduled without significant detriment to the Association and the City gives the Association notice of such conflict at least thirty (30) days prior to the date of the performance of same.

- 1.3 In order to effect the provisions of Paragraph 1.1, for the period beginning with the Effective Date of this Agreement and ending August 31, 2010, the Association may conduct the programs identified in Exhibit A as scheduled for such period. For all other periods, the Association shall submit to the City a list of the programs the Association proposes to offer at the Property ("Proposal for Association Programs"), which shall include information regarding each program, including without limitation a description of the program and the individual or entity performing same. The Proposal for Association Programs shall include a schedule of when such programs are proposed to be offered and the fees proposed for such programs. Following receipt of the Proposal for Association Programs, the City will review same and may request further information from the Association. Following its review of the Proposal for Association Programs, the City will provide the Association with a list of approved programs, which will include the approved schedule and fees for such programs. Subject to the Association's right to withdraw any proposed program from the list of approved programs, the list of programs approved by the City shall constitute the Association Programs provided pursuant to this Agreement for the applicable period. The Association shall submit its first Proposal for Association Programs no later than July 1, 2010, which shall cover the period beginning September 1, 2010 and ending December 31, 2010. Thereafter, Proposal for Association Programs shall be submitted to the City no later than ninety (90) days prior to the commencement of the applicable period covered in such proposal. In order to account for any subsequent programs proposed by the Association and approved by the City, the Association shall submit to the City semi-annually an updated list of programs. In order to facilitate improved planning, at the time of its review of the Proposal for Association Programs, the City will consider the scheduling of any City-Funded Programs or potential City-Funded Programs for the next six (6) month period so that conflicts in the scheduling of programs are reasonably minimized. Further, the City's Recreation and Parks Manager will communicate with the Association's Director in order to coordinate activities at the Park, including measures to minimize or avoid potential conflicts between Association Programs and City-Funded Programs.
- 1.4 The Association is granted the right to use the buildings, facilities and grounds of the Property for fundraising events that are beneficial to the Association's mission of serving the public at the Property, subject to the approval of the City for the type of event and its schedule, and subject to regulations and use restrictions as determined by the City. In further consideration of the Association's conveyance of the Protected Structures (as provided and defined in Section 2.0 hereof), the Association shall not be charged a fee for its use of the Protected Structures. For the use of all buildings or facilities for fundraising events other than the Protected Structures, the Association shall be required to expend five percent (5%) of the fees earned from the fundraising event on the performance of certain improvements to the Property as provided in Section 1.5 hereof. Upon receipt of a request by the Association to perform a fundraising

event, the City shall review the request and grant or deny same within a reasonable time. The City and the Association shall develop protocols for adequate security at such events, and additional security may be required of a third party using the Property at its expense and as required. If such events will involve the participation of other governmental entities besides the City of Johns Creek, the City and the Association shall cooperate and coordinate with such other governmental entities to satisfy logistical requirements for the event. All such events shall be in conformance with applicable City ordinances, regulations, and policies, as well as applicable state or federal laws and regulations. In the event of a scheduling conflict between a City-Funded Program or City event and an approved Association fundraising event, the City-Funded Program or event shall be given priority for Property use provided the Association fundraising event can be reasonably rescheduled without significant detriment to the Association and the City gives the Association notice of such conflict at least thirty (30) days prior to the date of the performance of same.

- 1.5 The Association shall, at a minimum, expend an amount equal to five percent (5%) of the Association Program fees collected by the Association during the prior term and five percent (5%) of the fees earned from the use of buildings for fundraising events during the prior term, as provided in Section 1.4, on the performance of certain improvements on the Property and its buildings, subject to City approval of each project and any agreements related thereto. Subject to prior City approval of the project(s) and the in-kind value thereof, the Association may perform or cause to be performed improvements to the Property in full or partial substitution for the actual expenditure of funds. The Cityapproved value of such donated services or goods shall serve as an in-kind payment for purposes of meeting the required minimal expenditure amount provided herein.
- 1.6 The City contact officer for the Association in conjunction with this Agreement shall be the City's Recreation and Parks Manager, and the Association contact officer for the City in conjunction with this Agreement shall be the Association Director. Should the title or individual assigned to such position change, each party agrees to give notice to the other party of the new title of such position or the name of the individual assigned to such position.

#### 2.0 TRANSFER TO CITY

2.1 Both parties acknowledge and agree that, as of the Effective Date of this Agreement, the Association does not possess a leasehold or usufruct interest in the Property, nor does this Agreement grant or convey same. In order to clear any title issues regarding the buildings located on the Property, and in consideration of the Association's right to operate at the Property pursuant to Article 1.0 of this Agreement and for such further consideration provided herein, the Association shall within 30 days of the execution of this Agreement: (i) authorize the transfer by quitclaim deed and bill of sale to the City of all of its right, title and interest in the buildings and fixtures

situated at the Property; and (ii) notify the Attorney General of Georgia of its intent to sell such property in accordance with O.C.G.A. 14-3-1202(g). Upon authorization of the transfer, the Association will deliver the deed and bill of sale to the City within 30 days. In the event the Attorney General of Georgia objects to the transfer or attempts to prevent the transfer of such buildings and facilities, this Agreement shall be deemed void. Time is of the essence as to the Association's obligations under this paragraph.

- 2.2 The deed and bill of sale shall contain the following provisions:
  - 2.2.1 As to The Green's Store, the Delco-Remy Building, the Warsaw Church, the Log Cabin Stage, the Tenant House, the Native American Tipi, the Native American Hunting Lodge, and the Summerour House, together with all fixtures thereto (collectively, the "Protected Structures"), the City shall not, without the written consent of the Association, materially modify or alter the historic architecture and character of the Protected Structures for fifteen (15) years from the date of this Agreement, except to the extent necessary to protect the public health, safety and welfare. In particular and without limitation, the decorative art present in the Summerour House as of the date hereof shall not be altered or defaced.
  - 2.2.2 If, within fifteen (15) years of the date of execution of this Agreement, the Operating Agreement expires, is terminated or not renewed for any reason, or the City causes an unpermitted modification or alteration of a Protected Structure, the Association may, within 90 days thereafter, exercise a right of reversion (the "Reversion Right") by giving written notice to the City, at which time ownership of the Protected Structures will automatically revert to the Association.
- 2.3 To the extent the Association exercises the Reversion Right, it shall pay the City an amount equal to all documented public funds expended by the City to improve or structurally repair the Protected Structures, including any funds granted by the City to the Association to provide such improvements or structural repairs.
- 2.4 The Association may not remove the Protected Structures unless it has performed or undertaken all other appropriate obligations, conditions or measures to legally transfer the ownership of such buildings to the Association pursuant to any grant agreement entered into with any state or federal agency, the full performance of which shall be certified under oath by the Association and confirmed in writing by the applicable state or federal agency.
- 2.5 The form and execution of such certification, as well as the written confirmation provided by the state or federal agency, shall be subject to the City's approval, which shall not be unreasonably withheld, delayed or conditioned. In the event the transfer of any of the Protected Structures is prohibited by a grant agreement or any federal or state agency, or in the event the transfer of any of the

Protected Structures would impose a substantial obligation on the City pursuant to any conditions required by the state or federal agency, the Reversion Right will be deemed waived as to that Protected Structure.

2.6 Upon delivery of the required written confirmation from the state and federal agencies, as applicable, the City shall cooperate with the Association and the Association shall remove the Protected Structures from the Property within 180 days, and the condition of the Property restored to the reasonable satisfaction of the City. If the Association fails to remove the Protected Structures timely, the Reversion Right under this Agreement will be deemed waived.

# 3.0 UTILITIES AND MAINTENANCE AND IMPROVEMENTS

In connection with the Property, the City shall be responsible for all utilities, including but not limited to electricity, water, gas and garbage pickup, pest control, and major repairs to the buildings as the need arises. The City shall also be responsible for maintaining the Property, including maintenance, repairs, renovation and improvement of its buildings. The Association agrees to provide and be responsible for the following services that are necessary due to the Association's use of the Property: (i) cleaning the Property, (provided, however, the City shall be responsible for cleaning the bathroom building and mowing the grass) and (ii) performing other custodial services on the Property. Further, the Association agrees to provide and be responsible for telephone and other telecommunications charges, salaries for the Association's employees, as well as the hiring and firing of its employees and contractors, and any other expenses directly related to the Association's usage of Property. Should the Association identify a condition on the Property that requires maintenance or repairs, the Association shall promptly notify the City. Should the Association identify any condition on the Property that poses an imminent health or safety risk to the public, the Association shall notify the City of such condition immediately. If the Association desires to make certain improvements to the Property and/or structures on the Property, it may do so upon written approval by the City and may seek funding for such improvements from the City, as well as other public agencies, non-profit organizations or private entities. The City and Association agree that the parties will develop a procedure for the timely review and approval/disapproval of minor improvements to the Property performed by volunteers that involve materials with a value of less than \$2,500. The Association shall be liable for any major repairs that arise from its use of the Property or that become necessary as a result of the Association's failure to provide prompt notice to the City of its discovery of a condition that poses a public health or safety risk.

# 4.0 SUBCONTRACTING

Should the Association contract for goods or equipment costing in excess of \$2,500, the Association hereby agrees to procure such goods in a manner consistent with City practices. In the event the Association engages personnel who will be teaching or otherwise performing Association Programs offered to minors, the Association shall perform criminal background screenings of such personnel in a manner satisfactory and subject to the approval of the City. In the event the Association performs any City-Funded Program(s) on behalf of the City as

provided in Section 1.2 hereof, the Association agrees to select, appoint, compensate and contract for any and all goods, services or personnel necessary for the performance of such program(s) in a manner satisfactory to and subject to the approval of the City. Further, should the Association perform any improvements to the Property, in addition to other requirements contained within this Agreement, the Association agrees to comply with all the competitive bidding requirements under O.C.G.A. § 36-91-1, et seq. ("Public Works Construction Project"), or as otherwise required by state or federal law. The Association shall either ensure that the acts or omissions of its subcontractors are covered under an Association insurance policy or require its contractors to comply with the insurance requirements specified in Exhibit B, attached and incorporated herein by reference, and any other contracting requirements mandated by the City.

# 5.0 FACILITIES INSPECTION

The City reserves the right to conduct, and the Association shall be subject to, regular inspections of the Property by City officials in order to make sure that the Association is in compliance with all applicable federal, state, and local laws as well as this Agreement.

# 6.0 TERM OF AGREEMENT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of the Contract shall be for an approximate five (5) year period commencing upon the Effective Date of this Agreement provided, however, this Contract shall terminate at midnight on the 31<sup>st</sup> day of December, 2010 in accordance with the requirements of O.C.G.A. § 36-60-13. Thereafter, the Agreement will renew automatically for up to four (4) additional twelve (12) month periods unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the initial term. At the end of each successive twelve (12) month period, this Agreement will automatically renew for an additional 12-month period, unless either party notifies the other of its intent to terminate this Agreement within ninety (90) days of the expiration of the 12-month period. If written notice is given, this Agreement will terminate upon expiration of the then existing term.

# 7.0 TERMINATION OF AGREEMENT

# 7.1 Termination of Agreement for Cause

If, through any cause, the Association shall fail to fulfill in a timely and proper manner any material obligations under this Agreement, or in the event that any of the material provisions or stipulations of this Agreement are violated by the Association, the City shall thereupon have the right to suspend or terminate this Agreement by giving written notice to the Association of its intent to terminate or suspend the Agreement, specifying the reasons for such intention to terminate or suspend the Agreement. Unless within thirty (30) days after serving of such notice (by hand delivery or posting in the U. S. Mail) upon the Association such violation or delay has ceased or been cured, or arrangements for correction satisfactory to the City have been made, the Agreement shall, upon expiration of said thirty (30) days, be suspended or terminated without further notice. Upon such suspension or termination, the Association will be compensated by the City for expenses deemed by the City to be due and reasonable.

# 7.2 Termination for Convenience

In the event the City or the Association determines that it is no longer in its best interest to continue to be bound by this Agreement, the City or the Association may terminate this Agreement by giving at least six (6) month's prior notice in writing to the other party.

# 7.3 Termination Due to Insolvency of Association

In the event the Association shall become insolvent, or the Association makes an assignment for the benefit of creditors, or a receiver or trustee is appointed for the Association, this Agreement shall automatically terminate. If (i) a petition in bankruptcy or other insolvency proceeding is filed by or against the Association, (ii) any other action is taken to declare the Association bankrupt or to modify or reorganize the Association's debts or obligations or to appoint a trustee, receiver or liquidator of Association or of any property of the Association, or (iii) any proceeding is commenced or taken by any governmental authority for the dissolution or liquidation of the Association and the Association fails to secure a discharge thereof within thirty (30) days thereof, this Agreement shall automatically terminate upon the occurrence thereof.

# 8.0 COMPLIANCE, RISK MITIGATION AND INSURANCE

- 8.1 The Association shall, throughout the term of this Agreement, at its sole expense, properly comply with all laws and regulations of federal, state, county and municipal governments made necessary by the Association's operation of the Property hereunder.
- 8.2 The Association and the City, through its liaisons, will coordinate to develop a comprehensive risk mitigation program.
- 8.3 The Association shall obtain liability insurance in an amount not less than \$1,000,000 through an endorsed policy naming the City of Johns Creek, its councilmembers, officers, agents and employees as additional insured, and shall furnish to City within thirty (30) days of the commencement of the terms of this Agreement, a copy of said liability insurance policy. The City shall obtain insurance for the building and grounds, and the Association shall comply with the requirements of all policies of public liability, fire, and other types of insurance at any time in force with respect to the buildings and grounds and other improvements on the Property which the City shall obtain as to said Property.

# 9.0 RECORDS, REPORTS AND AUDITS

The Association shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all fees and costs pertaining to this Agreement and such other records as may be requested by the City to assure proper accounting for all funds, both public and private. The City reserves the right to conduct a financial and program audit annually or as the City deems necessary. Said records shall be made available for

audit purposes to the City or its representative(s), and shall be retained for at least three (3) years after expiration of this Agreement unless permission to destroy them is granted by the City. The Association's records, accounts and book-keeping shall be reviewed and maintained by a duly licensed and qualified Certified Public Accountant (CPA). Further, the Association shall submit detailed reports on the services provided in the course of this Agreement, which shall include an accounting of fees collected. At a minimum, these reports shall be submitted on a semi-annual basis. Said reports shall be submitted to the attention of the Recreation and Parks Manager. Two copies of the report shall be included in each submission.

# 10.0 INSPECTION OF FILES AND RECORDS

The City shall at all reasonable times have access to the pertinent offices and books and records of the Association for inspection of the activities performed and expenses incurred under this Agreement.

# 11.0 COPYRIGHT AND PUBLICITY

No report, map, or other document (i) produced or created in whole or in part under and during the term of this Agreement as part of a City-Funded Program or (ii) which contains, uses or references any materials or documents produced, in whole or in part, by the City shall not be the subject of an application for copyright by or on behalf of the Association without the prior written consent of the City. All reports, maps, or other documents produced or created as part of a City-Funded Program shall become and be deemed the property of the City, and title therein shall vest in the City. In exchange for work performed pursuant to this Agreement, regarding any favorable publicity given to the operation of the Property, the City shall identify the Association and/or the entity which provided funding for work, at the Association's reasonable request, prominently as a sponsoring agency.

# 12.0 ASSIGNMENT OF AGREEMENT

The Association shall not make any purported assignment of this Agreement or any part thereof without the prior written consent of the City.

# 13.0 CONFLICT OF INTEREST

No member, officer, or employee of the City or its designee or agents, no member of the governing body of the City, and no other official of the City who exercises or has exercised any functions or responsibilities with respect to the City assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

# 14.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION

The Association shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act as Amended, Age Discrimination In Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; The American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Agreement.

# 15.0 INDEMNIFICATION AND HOLD HARMLESS

The Association hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless the City, its councilmembers, officials, officers, agents and employees from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) ("Claims") suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the negligent actions or omissions or willful misconduct of the Association, its agents, employees, officers, directors and subcontractors, except for such Claims arising from the sole negligence of the City. The Association does further hereby agree to release and hold harmless the City, its councilmembers, officials, officers, agents, and employees from any injury (including death resulting therefrom), loss, claim or damage sustained by the Association's agents and employees caused by or arising out of a condition of the Property, without regard to negligence. The language of this indemnification clause shall survive the termination of this agreement. Nothing stated herein shall be deemed to waive any defense of the City, including sovereign immunity to any such Claim.

# 16.0 VARIATIONS OR MODIFICATIONS TO AGREEMENT

This Agreement constitutes the entire arrangement between the City and the Association, and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the City and the Association's duly authorized representatives. The Association has the right to pursue contract extensions and contract renewals at the conclusion of this Agreement.

# 17.0 NOTICES

Unless otherwise provided herein, all notices which are required to be given hereunder shall be in writing and delivered by either (a) United States registered or certified mail, or (b) an overnight commercial package courier/delivery service with a follow-up letter sent by United States mail; and such notices shall be sent postage prepaid, addressed to the parties hereto at their respective addresses set forth below. If any such notices are refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be

deemed received on the date the notice-receipt is returned stating that the same was refused or is undeliverable at such address.

### If to the Association

Autrey Mill Nature Preserve Association, Inc. Attention: President 9770 Autrey Mill Road Johns Creek, GA 30022-7168

# If to the City:

City of Johns Creek Attn: City Manager 12000 Findley Road Suite 400 Johns Creek, GA 30097

# 18.0 GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, and capacity performance or otherwise, by the laws of the State of Georgia.

# 19.0 ANTI-KICKBACK CLAUSE

The Association hereby promises to comply with all applicable anti-kickback laws, and shall insert appropriate provisions in any approved subcontracts covering work for City-Funded Programs.

# 20.0 DRUG-FREE WORKPLACE CERTIFICATION

Association certifies that:

- (1) the provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full;
- (2) a drug-free workplace will be provided for the Association's employees during the performance of this Agreement;
- (3) each subcontractor hired by the Association shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and
- (4) Association will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

# 21.0 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Contractor agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <a href="http://www.dol.state.ga.us">http://www.dol.state.ga.us</a>, as further set forth in the certification attached as Exhibit C.

# 22.0 REPRESENTATIONS AND WARRANTIES OF THE ASSOCIATION

The Association hereby warrants and represents and agrees with the City as follows:

- 22.1 <u>No Authority Needed.</u> No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit the Association to perform its obligations under this Agreement.
- 22.2 <u>No Conflict</u>. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration, or increase of any liability or obligation of the Association and will not conflict with, violate, or constitute default under any contract, agreement, duty, obligation, or instrument to which the Association is a party or to which the Association is bound.

# 23.0 INDEPENDENT CONTRACTOR

The parties agree that the Association is an independent contractor, and, as such, the Association is neither a partner, agent, employee, or principal of the City, nor is the Association a joint venturer with the City.

# 24.0 HEADINGS

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

# 25.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

# 26.0 GENDER AND NUMBER

This Agreement shall be construed by the actual gender and/or number of the person,

persons, entity, and/or entities referenced herein, regardless of the gender and/or number used in such reference.

# 27.0 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, this Agreement will be considered divisible and inoperative as to such provision to the extent that such provision is unenforceable, with this Agreement to remain in full force and effect in all other respects. If any provision of this Agreement, although unenforceable as written, may be made enforceable by limitation thereof, then such provision will be enforceable to the maximum extent permitted by applicable law.

# 28.0 SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties, and covenants contained herein shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the City.

# 29.0 EXPENSES

Except as expressly provided herein, all of the expenses of the Association (including applicable income and other tax results and attorneys' fees) in connection with the preparation, execution and consummation of this Agreement, and with the transactions contemplated herein, shall be paid by the Association; and all of the City's expenses in such connection shall be paid by the City.

# 30.0 COOPERATION

Each party hereby agrees to cooperate with the other parties hereto in every reasonable manner and to the fullest extent reasonably requested by the other, as appropriate, to enable the purposes of this Agreement.

# 31.0 PRESUMPTIONS AND INTERPRETATION

The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that all parties and/or their respective attorneys and agents have fully participated in preparation of all provisions of this Agreement. The parties further agree that all matters pertaining to the validity, construction, interpretation, or effect of this Agreement shall be governed by the laws of the State of Georgia.

# 32.0 VENUE; JURISDICTION

Any legal actions instituted by a party hereto shall be brought in the state court(s) located

in Fulton County, Georgia, and the parties consent to the venue therein and the jurisdiction of those courts over the parties and the subject matter, and waive any defenses with respect to venue and jurisdiction.

# 33.0 SURVIVAL OF CERTAIN PROVISIONS

The obligations and rights created in Section 15.0 of this Agreement shall survive and remain in effect beyond the term of this Agreement. Further, the obligations and rights provided in Section 2.0 of this Agreement shall survive the term of this Agreement as provided therein.

# 34.0 NO WAIVER

Except as otherwise expressly provided herein, no failure or delay by any party hereto in exercising any right, power, remedy or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, remedy, power, or privilege.

# 35.0 MODIFICATIONS TO AGREEMENT; MERGER

This Agreement constitutes the entire arrangement between the City and the Association, superseding all prior agreements or understandings relating to any of the subject matters hereof, and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the City and the Association's duly authorized representatives. Further, in the event of any material change or modification in the Association's contract or agreement with any other funding source during the course of this Agreement, the Association shall immediately notify the Parks and Recreation Department of such change. In such event, the City shall have the right to terminate its obligations under this Agreement and discontinue future funding hereunder. The Association has the right to pursue contract extensions and contract renewals at the conclusion of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals.

AUTREY MILL NATURE PRESERVE ASSOCIATION, INC.

Name: LAWIZENCE R BUCKLES
Title: PRESIDENT

Sworn to and subscribed before me this <u>05</u> day of <u>March</u> 2010.

Notary Publ

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# CITY OF JOHNS CREEK, GEORGIA

Michael Bodker, Mayor

Attest:

Joan C. Jones, City Clerk

Approved as to Form:

William F. Riley, Jr., City Attorney

# **EXHIBIT A**

List of Association Programs, City-Funded Programs (to the extent then known by the Association) schedule of when such programs are offered ("Program Schedule") and the fees charged for such programs ("Schedule of Fees").

Session I: Fel Session II: Ma Session III: A	bruary 2-28 arch 6-31 pril 13-May 8	ur over a four-week period a		
Sessions IV a	and V will be scheduled for	September through mid-No	vember	
Program	Description	Schedule	Fees (member/non- member)	
Preschool Tuesdays	Intro to the wonder of nature with outdoor exploration, stories, crafts for ages 3-5	10:30am Tuesdays, Feb. 2-28, Mar. 2-28,	\$30/\$50 per 4-week session	
Preschool Wednesdays	Intro to the wonder of nature with outdoor exploration, stories, crafts for ages 3-5	10:30am Wednesdays, Feb. 2-28, Mar. 09-30, Apr. 14-05	\$30/\$50 per 4-week session	
Messy Science	Hands-on natural science class for ages 6-12	4:00pm Tuesdays, Feb. 2-28	\$45/\$60 per 4-week session	
Nature Art	Create nature and animal projects with paint and paper mache	10:30 Saturdays Apr 17 – May 8	\$45/\$60 per 4-week session	
Heritage Girl	Study of the life of girls in America's past through crafts, stories, activities, and exploring our Heritage Village. Ages 6-12	1:30pm Tuesdays, 4:00pm Tuesdays, 10:30am Saturdays. Feb. 2-28, Mar. 6 - 30, Apr. 13 – May 8		
	es – offered once a mo be scheduled for Septemb	nth with each class cover per through November.	ering different topics.	
Home School Thursdays	Curriculum combines natural sciences and cultural history with guided hike, animal encounter, and exploration of the historic cultures of the region. Ages 6-12	11:00am-1:30pm Thursdays Jan. 28, Feb. 25, Mar. 18, Apr. 22, May 13	\$10/\$12 for each class	
Scout Events - these	popular events draw Scou	ts from a large region of Ge	eorgia.	
Scout Day	Boy and Girl Scouts with parents or leaders engage in activities to earn	10:00am-2:00pm Feb. 27 and Nov. 20	\$7.00 per Scout (includes AMNP patch)	

	badges.			
Teen/Adult Programs.		be scheduled for September	er through November	
Photography Workshops	Dr. Kang teaches artistic and technical aspects of photography and post-processing.	Workshop I: Jan. 22, 29. Workshop II: Jan. 23, 30	\$75	
Lecture Series	Lectures on natural science and history topics	September 2, 9, 16, 23	TBD	
Village to expose camp	ers to the natural science ne 14-18, June 21-25, Ju	utilize Autrey Mill's nature per sand cultural history. All the ne 28-July 2, July 12-16, Ju	ree camps run the	
Camp	Description	Schedule	Fees (member/non member)	
Nature Camp (ages 4- 5)	Hands-on science- based activities. Weekly themes: Reptiles, Creepy Crawlies, Birds, Water	9:00am-12:30pm during the 8 weeks listed above.	\$100/\$140	
Nature Camp (ages 6- 12)	Hands-on science- based activities. Weekly themes: Reptiles, Creepy Crawlies, Birds, Water	9:00am-2:30pm during the 9 weeks listed above.	\$165/\$205	
Heritage Camp (ages 6-12)	Activities of girls through America's past. Weekly themes: pre-1800s, 1800s, 1900-1949, 1950 to present.	9:00am-2:30pm during the 6 weeks listed above.	\$165/\$205	
Native American Camp (ages 6-12)	Outdoor adventure and activities for boys and girls in our tipi and hunting lodge.	9:00am-2:30pm Week of August 2nd	\$165/\$205	
Nature Art Camp (ages 6-12)	Drawing, paint and clay mediums on weeklong paper mache project. Games and outdoor fun.	9:00am-2:30pm Week of July 6 <sup>th</sup> and August 9th	\$130/\$165 \$165/\$205	
<b>Featured Programs</b> – Additional featured prog	include guided hikes, fa grams will be scheduled fo	amily programs, holiday an or September through Nove	d seasonal activities mber.	
Program	Description	Schedule	Fees (member/non member)	
Burry Day	Activities and crafts to learn how to help birds survive the cold. Ages 4+	11:00am-1:00pm Jan. 16 and Jan. 30	\$5/\$7	
Family Night Hike	Guided night hike to investigate what goes "bump" in the night.	7:00pm Jan. 29	\$5/\$7 (under 4, free)	

	All ages.		
Valentine's Crafts	Make nature-based cards and ornaments	12:00-2:00pm Feb. 13	\$5/\$7
Family Night Adventure	Hike, games, activities for evening of family fun.	6pm-8pm Mar 19	\$10/\$12
Camping 101	Family class in basics of camping.	11:00am-1:00pm May 1	\$7/\$10
Friday Feeding Time	Eye-opening learning experience watching Autrey Mill's animals being fed.	4:00pm Mar. 26, Apr. 9, May 28	\$5 per family
Member Appreciation Night	"Thank you" for members with games, activities, hikes, animal encounters. All ages.	6:00pm – 8pmApr. 16	Free for current members
Guided Nature Hikes	Guided exploration of the preserve to learn about plants, animals encountered. Ages 6- 12.	Apr. 3, Apr. 10	\$5/\$7
Earth Week Activities	Variety of different activities and demonstrations each day. All ages.	Week of Apr. 20	\$3/\$5
Family Reptile Encounter	Families can meet and learn about Autrey Mill's reptiles.	7:00-9:00pm	\$10/\$12
Mothers Day Crafts	Make nature-themed gifts for mom. Ages 4+	12:00pm-2:00pm May 8	\$5/\$7
End of School Celebration	Games and activities	2:00-4:00pm May 21	free
Fathers Day Campout	Kids enjoy camping activities with their dad. Ages 5+	11:00am-1:00pm June 19	\$7/\$10 (under 4 free)
Holiday Story Hour	Seasonal stories, craft, cocoa. Ages 3+	7:00pm Dec. 10	\$5/\$7
Holiday Crafts	Seasonal nature- based crafts. Ages 4+	11:00am Dec. 11	\$5/\$7
Night Hike	Guided tour through our woods with flashlights	6:30pm	\$5/\$7
Holiday Tea	High Tea	11:00am-1:00pm Dec. 18	\$12/\$15

**Primary Events** – These are Autrey Mill's large annual community events. Some of these events have been free in the past. Pricing structure is being studied for 2010 events.

Event	Description	Schedule	Fees
Heritage Day	Activities, games, attractions focused on the local history of the N. Fulton area.	11:00am-2:00pm May 15	TBD
Water Day	Activities, games,	10:00am-2:00pm August	Free entry. Tickets

# **EXHIBIT B**

# INSURANCE AND LIABILITY

For any subcontractors not covered by the Association's policy(s) of insurance, the Association agrees to hire subcontractors who shall, for the life of the contract, carry such insurance as shall fully protect the City and any subcontractors performing work covered by this Agreement from any and all claims, including bodily injury, property damage, and personal injury that may arise or result from work performed pursuant to this Agreement. At a minimum, the above described insurance must include the following elements and limits of coverage.

# **Comprehensive General Liability**

1.	Bodily Injury (each occurrence and annual aggregate)	\$1,000,000
2.	Property damage (each occurrence and annual aggregate)	\$1,000,000
3.	Personal injury (each occurrence and annual aggregate)	\$1,000,000

# **Automobile Liability**

1.	Bodily injury (each occurrence)	\$1,000,000
2.	Property damage (each occurrence)	\$500,000

# **EXHIBIT C**

# **CERTIFICATION OF CONTRACTOR**

# GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I	hereby	certify	that	I	am	a	principle	and	duly	authorized	repres	entative	of
	-	-						,	, ("Co	ontractor"),	whose	address	is
											,		
		,											

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the <u>Rules and Regulations of the State of Georgia</u>, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <a href="http://www.dol.state.ga.us">http://www.dol.state.ga.us</a>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <a href="https://www.vis-dhs.com/EmployerRegistration">https://www.vis-dhs.com/EmployerRegistration</a>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the <a href="Rules and Regulations of the State of Georgia">Rules and Regulations of the State of Georgia</a>. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines

below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contrac	etor has:
<del></del>	500 or more employees [Contractor must register with the <i>Employment/Eligibility Verification/Basic Pilot Program</i> and begin work eligibility verification on July 1, 2007];
	100-499 employees [Contractor must register with the <i>Employment Eligibility Verification/Basic Pilot Program</i> and begin work eligibility verification by July 1, 2008]; or
	99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].
compliance in	etor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 all written agreements with any subcontractor employed by Contractor to provide cted with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.
provide service	etor agrees to obtain from any subcontractor that is employed by Contractor to es connected with the Contract Agreement, the subcontractor's indication of the ber category applicable to the subcontractor.
this Contract at and Rule 300-1	etor agrees to secure from any subcontractor engaged to perform services under n executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 10-108 of the Rules and Regulations of the State of Georgia, which rule can be ox//www.dol.state.ga.us.
	etor agrees to maintain all records of the subcontractor's compliance with ons 13-10-90 and 13-10-91 and Chapter 300-10-1 of the <u>Rules and Regulations of orgia</u> .
	CONTRACTOR:
Date:	Signature: Title:



# DEPARTMENT OF PARKS AND RECREATION ATHLETIC ASSOCIATION FACILITIES USE AGREEMENT

This agreement made and entered this 25<sup>th</sup> day of February, 2008 (the "Effective Date") by and between the City of Johns Creek (hereinafter the "City") and <u>Newtown Recreation Athletic Association</u>, a Georgia non-profit organization (hereinafter referred to as the "Association").

# WITNESSETH:

WHEREAS, the Association and the City are mutually interested in and concerned with providing and making available recreation programs, activities and facilities for the use and benefit of the citizens of the City of Johns Creek, Georgia; and

WHEREAS, the Association is organized as a non-profit corporation for, among other things, promoting athletics and recreation in the City; and

WHEREAS, the City wishes to support the Association and recognize its efforts in promoting athletics and recreation in the City; and

WHEREAS, the City owns and operates the property and facilities located at 3150 Old Alabama Road, Johns Creek, GA, known as **Newtown Park** (the "Facilities"); and

WHEREAS, the Association desires to conduct athletic programs (hereinafter referred to as the "Athletic Programs"), and make improvements as approved by the City;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto agree as follows:

# I. OBLIGATIONS OF THE CITY

The City agrees to:

- a. Allow the non-exclusive use of the Facilities to the Association under expressed terms and conditions set forth by the City for the purpose of conducting Athletic Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities. The use of the Facilities for other events, such as tournaments and special events, shall not be covered by this agreement, and, if the Association and City agree to terms for the use of the Facilities for such other events, such use or uses shall be governed by separate agreement or agreements.
- b. Provide a prepared field at the beginning of the Association's operating season, as set forth below, and a stockpile of soil, sand and brickdust, as needed for the infield use. Provide chalk for lining of the fields, and "Sure Dry" or other type field conditioner to make muddy infield surfaces safe. Repair fences, gates, backstops, dugouts, batting

cages, field lights, field electrical outlets, watering systems, park buildings and structures as needed.

- c. Clean restrooms not less than two (2) times weekly.
- d. Empty all trash cans not less than two (2) times weekly.
- e. Mow grass on the playing fields not less than one (1) time weekly when weather allows. The Association may also mow the fields using its own equipment. All mowing shall be conducted on weekdays and shall be concluded before three o'clock (3:00) p.m. to allow the fields to be used for practice.
- The payment of all utility bills on athletic fields and facilities.

# II. OBLIGATIONS OF THE ASSOCIATION

The Association agrees to:

- a. Provide a sports program as a service to the City in accordance with all guidelines set forth by the City. The Association will adhere to and abide by Sections I through III of the Policies and Procedures for Athletic Associations Operating on City of Johns Creek Property, a copy of which is attached hereto or has been previously provided to the Association, and which is incorporated herein by reference.
- Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- c. Reinvest monies earned from use of the Facilities by providing improvements and/or services ("Reinvestment Improvements") to the Facilities; said improvements shall be determined by the Parks Manager of the City of Johns Creek in concert with the city's capital improvement program.

The value/cost of Reinvestment Improvements to be required to be expended or performed by the Association shall be no less than (i) an amount equal to five percent (5%) of park-related program fees collected by the Association for Athletic Programs during the prior calendar year (hereinafter the "Past Term") or (ii) \$25,000.00, whichever is greater ("Required Expenditure Amount").

At the end of the calendar year, which shall also be the end of the Term, and no later than January 31st of the successive year, the Association shall provide the Recreation & Parks Manager of the City of Johns Creek (hereinafter the "Manager of Parks") with an accounting of program fees collected by the Association through Athletic Programs facilitated at the Facilities for the Past Term. The accounting provided by the Association shall be in such form as required by the Director of Finance of the City of Johns Creek (hereinafter "Finance Director"). Additionally, no later than January 31st of the successive year, the Association shall provide the City with documentation and receipts of payment for Reinvestment Improvements provided by the Association for the Past Term.

All Reinvestment Improvements are to be approved in writing by the Manager of Parks prior to commencement of said services/improvements. To the extent that any such

Reinvestment Improvements are to be performed by any party other than the Association (hereinafter "Subcontractor"), any such contract or subcontract agreement for the provision of such services/improvements shall be in a form approved by the Manager of Parks and such contract shall not be executed without the prior written consent of the Manager of Parks. As provided in Section III(c) of this Agreement, any Reinvestment Improvements made by the Association shall become the property of the City and shall remain a component part of the Facilities and shall be surrendered by the Association with the Facilities at the termination of this Agreement or any renewal thereof. Should the Association fail to obtain prior written approval and authorization from the Manager of Parks as required by this section, the City may immediately terminate this agreement.

- d. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Association's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- e. The Association shall procure at its own expense and shall maintain for the term of this Agreement the following insurance (with limits as shown herein) and shall protect the Association and the City from any claims for property damage or personal injury, including death, which may arise out of operations under this Agreement, and the Association shall furnish the Finance Director certificates of such insurance (as shown below) with the City as an additional named insured at least ten (10) days prior to use of the Facilities:
  - 1. Comprehensive General Liability Insurance. The Association shall provide, maintain, and pay for comprehensive general liability insurance providing coverage with one million dollars (\$1,000,000.00) single limit for bodily injury and property damage for each occurrence, including contractor's liability insurance covering any indemnification or hold harmless provision of this Agreement, with the certificate evidencing such insurance and acceptable to the Finance Director, to be sent to the Finance Director prior to commencement of the Association's operations and activities at the Facilities pursuant to this Agreement.
  - 2. Automobile Liability Insurance. The Association shall obtain, maintain, and pay for automobile liability insurance providing the following coverage: personal injury, including death limits of \$200,000.00 for each person and \$500,000.00 for each accident; property damage limits of \$100,000.00 for each accident and \$200,000.00 for the aggregate of operations; vehicular liability limits of \$100,000.00 for any person or \$200,000.00 for each occurrence, with a certificate evidencing such insurance and acceptable to the Finance Director, to be sent to the Finance Director prior to commencement of operations and activities at the Facilities pursuant to this Agreement.

3. Worker's Compensation-Statutory and Employer's Liability. The Association shall obtain, maintain and pay for workers compensation insurance in the amount of \$500,000.00 for each occurrence and \$1,000,000.00 for aggregate of operations, with a certificate evidencing such insurance and acceptable to the Finance Director to be sent to the Finance Director prior to commencement of operations and activities at the Facilities pursuant to this Agreement.

The insurance coverage evidenced by all of the above-described certificates shall not be cancelled or materially altered, or allowed to lapse until thirty (30) days' written notice has been received by the Finance Director, and it shall be the Association's responsibility to see that each company providing this coverage understands and complies with this required notice. Such policies shall be primary and non-contributing with or in excess of any insurance carried by the City. The Association shall not do any act which may make void or voidable any such policy or any other insurance on the Facilities.

The Association shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Association's Subcontractors in the Association's own insurance policy.

f. Adhere to all other provisions contained in this agreement.

# III. THE ASSOCIATION'S MAINTENANCE RESPONSIBILITIES

- a. The Association is responsible for daily clean-up, placing litter in proper containers, and cleaning the concession stand prior to leaving the Facilities after each function (games and practices). At the end of the season (such ending date given on the Facility Use Permit), the Association is required to remove all supplies and equipment from the concession stand and the storage buildings owned by the City within seven (7) days unless permission to do otherwise is given in writing by the City.
- b. The Association must receive written permission from the City to use Association locks on buildings, light boxes and gates. When such permission is granted, the Association must furnish the City with a tagged key to each lock. Failure to supply said keys will result in the locks being cut.
- c. The Association shall obtain the prior written approval and consent from the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions or alterations which may be approved shall become the property of the City and remain upon said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for the immediate termination of this agreement.
- d. The Association will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of the user.
- e. The Association is responsible for reporting all acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City Department of Parks and Recreation.

- f. The Association shall not use the said premises for any purpose other than that of athletic practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare.
- g. The Association agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the terms of this agreement.
- h. The City or any of its agents or employees shall have the right to enter upon the said premise at any time during the term of this agreement to examine, inspect or supervise as deemed necessary.

### IV. THE ASSOCIATION'S SAFETY PRECAUTIONS

- a. The Association agrees to administer activities at the said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first person arrives until the last person departs. No practice or games during the school year may begin after 8:30 p.m.
- b. Omitted Purposefully.
- c. The City has the right to cancel any scheduled activity on an athletic field during inclement weather when it is determined that such activity would damage the field. Persistent damage to the City facilities by an Association will result in the Association being prohibited from using the City facilities.
- d. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed either inside a building or inside an automobile.

# V. TERM AND RENEWAL

Subject to any provisions of this Agreement relating to earlier termination, this Agreement shall be effective for an initial term (the initial "Term") commencing on the first (1<sup>st</sup>) day of January, 2008, and terminating at midnight on the thirty-first (31<sup>st</sup>) day of December, 2008, absolutely and without further obligation of any kind on the part of the City. Thereafter, the Agreement will be renewed automatically for five (5) successive Terms of one (1) year each unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then existing Term. If written notice of non-renewal is given, this Agreement will terminate upon expiration of the then existing Term. Nothing stated herein shall obligate the City to extend this Agreement beyond the initial Term or any other successive Term.

# VI. MISCELLANEOUS

a. The rights of the City under this agreement shall be cumulative, and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit or waive any of those rights.

- b. If the Association defaults on any obligation under this agreement or violates any term hereof, including, but not limited to, meeting the Required Expenditure Amount, the City may immediately terminate this agreement. In the event of such termination, the Association shall be liable to the City for any unpaid or unperformed portion of the Required Expenditure Amount for such Term.
- c. Additionally, each party may terminate this agreement without further obligation, except as provided in this paragraph, by giving the other party six (6) months' notice in writing; however, the Required Expenditure Amount for the Term shall be prorated and in the event such amount has not been met by the Association for the Term, the Association shall be liable to the City for such outstanding amount.
- d. This agreement may be modified only by a written agreement, signed by both the Association President and the Johns Creek City Council.
- e. The Association agrees to pay the cost of any legal proceedings, including all attorney's fees and court costs, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this agreement.

For the property of this assessment and this section is also be set to the Assessment

	shall be hand delivered or mailed to the President of the Association at the following address:
	Any notices required being sent to the City shall be hand delivered or mailed to the
	Recreation and Parks Manager at the following address:
	12000 Findley Road, Suite 400 Johns Creek, Georgia 30097
agree	President of the Association, have read this ment and hereby agree that the Association will abide by the terms and conditions of this ment. I also understand that failure to abide by these policies could result in the loss of hletic fields permit(s), and that I may be held personally liable as President of the

[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, the parties hereto have set their hands and seals.

CITY:
Manager, Recreation and Parks Department City of Johns Creek
Date: 4-25-68
1765/2C
Michael E. Bodker, Mayor
Date: 03 10 2008
ASSOCIATION:
Newtown Recreation, Inc. (Name of Association)
By: Sees / Sees / Mel facts
Date: 4-18-08
PRESIDENT OF THE ASSOCIATION:
(Name), Individually
Date: 4-18-08



# DEPARTMENT OF PARKS AND RECREATION ATHLETIC ASSOCIATION FACILITIES USE AGREEMENT

This agreement made and entered this 25th day of February, 2008 (the "Effective Date") by and between the City of Johns Creek (hereinafter the "City") and Ocee Park Athletic Association, a Georgia non-profit organization (hereinafter referred to as the "Association").

# WITNESSETH:

WHEREAS, the Association and the City are mutually interested in and concerned with providing and making available recreation programs, activities and facilities for the use and benefit of the citizens of the City of Johns Creek, Georgia; and

WHEREAS, the Association is organized as a non-profit corporation for, among other things, promoting athletics and recreation in the City; and

WHEREAS, the City wishes to support the Association and recognize its efforts in promoting athletics and recreation in the City; and

WHEREAS, the City owns and operates the property and facilities located at 10900 Buice Road, Johns Creek, Georgia, known as Ocee Park (the "Facilities"); and

WHEREAS, the Association desires to conduct athletic programs (hereinafter referred to as the "Athletic Programs"), and make improvements as approved by the City;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto agree as follows:

# I. I. OBLIGATIONS OF THE CITY

The City agrees to:

- a. Allow the non-exclusive use of the Facilities to the Association under expressed terms and conditions set forth by the City for the purpose of conducting Athletic Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities. The use of the Facilities for other events, such as tournaments and special events, shall not be covered by this agreement, and, if the Association and City agree to terms for the use of the Facilities for such other events, such use or uses shall be governed by separate agreement or agreements.
- b. Provide a prepared field at the beginning of the Association's operating season, as set forth below, and a stockpile of soil, sand and brickdust, as needed for the infield use. Provide chalk for lining of the fields, and "Sure Dry" or other type field conditioner to make muddy infield surfaces safe. Repair fences, gates, backstops, dugouts, batting

cages, field lights, field electrical outlets, watering systems, park buildings and structures as needed.

- Clean restrooms not less than two (2) times weekly.
- d. Empty all trash cans not less than two (2) times weekly.
- e. Mow grass on the playing fields not less than one (1) time weekly when weather allows. The Association may also mow the fields using its own equipment. All mowing shall be conducted on weekdays and shall be concluded before three o'clock (3:00) p.m. to allow the fields to be used for practice.
- f. The payment of all utility bills on athletic fields and facilities.

# II. OBLIGATIONS OF THE ASSOCIATION

The Association agrees to:

- a. Provide a sports program as a service to the City in accordance with all guidelines set forth by the City. The Association will adhere to and abide by Sections I through III of the Policies and Procedures for Athletic Associations Operating on City of Johns Creek Property, a copy of which is attached hereto or has been previously provided to the Association, and which is incorporated herein by reference.
- Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- c. Reinvest monies earned from use of the Facilities by providing improvements and/or services ("Reinvestment Improvements") to the Facilities, said improvements shall be determined by the Parks Manager of the City of Johns Creek in concert with the city's capital improvement program.

The value/cost of Reinvestment Improvements to be required to be expended or performed by the Association shall be no less than (i) an amount equal to five percent (5%) of park-related program fees collected by the Association for Athletic Programs during the prior calendar year (hereinafter the "Past Term") or (ii) \$25,000.00, whichever is greater ("Required Expenditure Amount").

At the end of the calendar year, which shall also be the end of the Term, and no later than January 31<sup>st</sup> of the successive year, the Association shall provide the Recreation & Parks Manager of the City of Johns Creek (hereinafter the "Manager of Parks") with an accounting of program fees collected by the Association through Athletic Programs facilitated at the Facilities for the Past Term. The accounting provided by the Association shall be in such form as required by the Director of Finance of the City of Johns Creek (hereinafter "Finance Director"). Additionally, no later than January 31<sup>st</sup> of the successive year, the Association shall provide the City with documentation and receipts of payment for Reinvestment Improvements provided by the Association for the Past Term.

All Reinvestment Improvements are to be approved in writing by the Manager of Parks prior to commencement of said services/improvements. To the extent that any such

Reinvestment Improvements are to be performed by any party other than the Association (hereinafter "Subcontractor"), any such contract or subcontract agreement for the provision of such services/improvements shall be in a form approved by the Manager of Parks and such contract shall not be executed without the prior written consent of the Manager of Parks. As provided in Section III(c) of this Agreement, any Reinvestment Improvements made by the Association shall become the property of the City and shall remain a component part of the Facilities and shall be surrendered by the Association with the Facilities at the termination of this Agreement or any renewal thereof. Should the Association fail to obtain prior written approval and authorization from the Manager of Parks as required by this section, the City may immediately terminate this agreement.

- d. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Association's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- e. The Association shall procure at its own expense and shall maintain for the term of this Agreement the following insurance (with limits as shown herein) and shall protect the Association and the City from any claims for property damage or personal injury, including death, which may arise out of operations under this Agreement, and the Association shall furnish the Finance Director certificates of such insurance (as shown below) with the City as an additional named insured at least ten (10) days prior to use of the Facilities:
  - 1. Comprehensive General Liability Insurance. The Association shall provide, maintain, and pay for comprehensive general liability insurance providing coverage with one million dollars (\$1,000,000.00) single limit for bodily injury and property damage for each occurrence, including contractor's liability insurance covering any indemnification or hold harmless provision of this Agreement, with the certificate evidencing such insurance and acceptable to the Finance Director, to be sent to the Finance Director prior to commencement of the Association's operations and activities at the Facilities pursuant to this Agreement.
  - 2. Automobile Liability Insurance. The Association shall obtain, maintain, and pay for automobile liability insurance providing the following coverage: personal injury, including death limits of \$200,000.00 for each person and \$500,000.00 for each accident; property damage limits of \$100,000.00 for each accident and \$200,000.00 for the aggregate of operations; vehicular liability limits of \$100,000.00 for any person or \$200,000.00 for each occurrence, with a certificate evidencing such insurance and acceptable to the Finance Director, to be sent to the Finance Director prior to commencement of operations and activities at the Facilities pursuant to this Agreement.

3. Worker's Compensation-Statutory and Employer's Liability. The Association shall obtain, maintain and pay for workers compensation insurance in the amount of \$500,000.00 for each occurrence and \$1,000,000.00 for aggregate of operations, with a certificate evidencing such insurance and acceptable to the Finance Director to be sent to the Finance Director prior to commencement of operations and activities at the Facilities pursuant to this Agreement.

The insurance coverage evidenced by all of the above-described certificates shall not be cancelled or materially altered, or allowed to lapse until thirty (30) days' written notice has been received by the Finance Director, and it shall be the Association's responsibility to see that each company providing this coverage understands and complies with this required notice. Such policies shall be primary and non-contributing with or in excess of any insurance carried by the City. The Association shall not do any act which may make void or voidable any such policy or any other insurance on the Facilities.

The Association shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Association's Subcontractors in the Association's own insurance policy.

Adhere to all other provisions contained in this agreement.

# THE ASSOCIATION'S MAINTENANCE RESPONSIBILITIES

- a. The Association is responsible for daily clean-up, placing litter in proper containers, and cleaning the concession stand prior to leaving the Facilities after each function (games and practices). At the end of the season (such ending date given on the Facility Use Permit), the Association is required to remove all supplies and equipment from the concession stand and the storage buildings owned by the City within seven (7) days unless permission to do otherwise is given in writing by the City.
- b. The Association must receive written permission from the City to use Association locks on buildings, light boxes and gates. When such permission is granted, the Association must furnish the City with a tagged key to each lock. Failure to supply said keys will result in the locks being cut.
- c. The Association shall obtain the prior written approval and consent from the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions or alterations which may be approved shall become the property of the City and remain upon said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for the immediate termination of this agreement.
- d. The Association will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of the user.
- e. The Association is responsible for reporting all acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City Department of Parks and Recreation.

- f. The Association shall not use the said premises for any purpose other than that of athletic practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare.
- g. The Association agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the terms of this agreement.
- h. The City or any of its agents or employees shall have the right to enter upon the said premise at any time during the term of this agreement to examine, inspect or supervise as deemed necessary.

# IV. THE ASSOCIATION'S SAFETY PRECAUTIONS

- a. The Association agrees to administer activities at the said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first person arrives until the last person departs. No practice or games during the school year may begin after 8:30 p.m.
- b. A designated adult shall be placed in charge of operating the field lights each night and must be sure all such lights are out before departing the area.
- c. The City has the right to cancel any scheduled activity on an athletic field during inclement weather when it is determined that such activity would damage the field. Persistent damage to the City facilities by an Association will result in the Association being prohibited from using the City facilities.
- d. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed either inside a building or inside an automobile.

# V. TERM AND RENEWAL

Subject to any provisions of this Agreement relating to earlier termination, this Agreement shall be effective for an initial term (the initial "Term") commencing on the first (1st) day of January, 2008, and terminating at midnight on the thirty-first (31st) day of December, 2008, absolutely and without further obligation of any kind on the part of the City. Thereafter, the Agreement will be renewed automatically for five (5) successive Terms of one (1) year each unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then existing Term. If written notice of non-renewal is given, this Agreement will terminate upon expiration of the then existing Term. Nothing stated herein shall obligate the City to extend this Agreement beyond the initial Term or any other successive Term.

# VI. MISCELLANEOUS

a. The rights of the City under this agreement shall be cumulative, and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit or waive any of those rights.

- b. If the Association defaults on any obligation under this agreement or violates any term hereof, including, but not limited to, meeting the Required Expenditure Amount, the City may immediately terminate this agreement. In the event of such termination, the Association shall be liable to the City for any unpaid or unperformed portion of the Required Expenditure Amount for such Term.
- c. Additionally, each party may terminate this agreement without further obligation, except as provided in this paragraph, by giving the other party six (6) months' notice in writing; however, the Required Expenditure Amount for the Term shall be prorated and in the event such amount has not been met by the Association for the Term, the Association shall be liable to the City for such outstanding amount.
- d. This agreement may be modified only by a written agreement, signed by both the Association President and the Johns Creek City Council.
- e. The Association agrees to pay the cost of any legal proceedings, including all attorney's fees and court costs, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this agreement.
- f. For the purpose of this agreement, any notices required to be sent to the Association shall be hand delivered or mailed to the President of the Association at the following address:

DPAA 10945 State Bridge RE Suite 401 PMB 145 Johns Creek, GA 30022

Any notices required being sent to the City shall be hand delivered or mailed to the Recreation and Parks Manager at the following address:

12000 Findley Road, Suite 400 Johns Creek, Georgia 30097

I, \_\_\_\_\_\_\_, President of the Association, have read this agreement and hereby agree that the Association will abide by the terms and conditions of this agreement. I also understand that failure to abide by these policies could result in the loss of the athletic fields permit(s), and that I may be held personally liable as President of the Association.

IN WITNESS THEREOF, the parties hereto have set their hands and seals.

[SIGNATURES ON NEXT PAGE]

CITY:
1/102721
Michael E. Bodker, Mayor
Date: 03/10/2008
ASSOCIATION:
Ocee Park Athletic Association, Inc. (Name of Association)
By: (Name/Title)
Date: 3-20-08
PRESIDENT OF THE ASSOCIATION:
(Name), Individually
Date: 3 -20-39



# DEPARTMENT OF PARKS AND RECREATION ATHLETIC ASSOCIATION POLICIES AND PROCEDURES

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# **PREFACE**

The development and use of recreational resources bought and paid for by the City of Johns Creek taxpayers are of great importance to the quality of life of the entire community of the City of Johns Creek. To ensure that youth athletic programs provide an environment which enhances character and confidence in youngsters, each youth athletic Association (each referred to as an "Association") will be provided with this document of policies and procedures for which compliance will be mandatory under the facility use agreement executed by the Association and the City of Johns Creek (the "City").

Each Association operating on City park property must inter into a facility use agreement with the City. Each such agreement is to be executed a minimum of thirty (30) days prior to opening day of the sport season on behalf of the Association by the President, and, on behalf of the City, by the City Council or the Mayor. This Agreement, may be issued quarterly, semi-annually or annually at the discretion of the City. The agreement specifically identifies facility to be used by the Association and the terms and conditions of the Association's use. Adherence to all requirements outlined in the Policies and Procedures for Associations operating in the City on City Property is a condition of the Agreement and is made a part thereof by reference.

Preference will be given to those Association that illustrate and ability to serve the greatest cross section of the community. Every effort shall be made by the Association to involve all segment of the local population regardless of age, gender, and level of ability, including by not limited o youth, young adults, seniors, males, females, able bodies persons and physically or mentally challenged persons.

Associations currently holding use permits will submit proposals in a competitive environment. Any facility released by an Association, or any new facility, will be available based on a competitive basis and in response to an expressed community need.

The City reserves the right to revoke or otherwise terminate a facility use agreement if the Association abandons its responsibilities without reason or just cause.

# INTRODUCTION

Volunteers are a vital component in serving the youth and adults of the City. While volunteers are not formally department employees, each volunteer is a representative of the City to the public and is responsible for carrying out his or her duties to the best of his or her abilities at all times. Volunteers are asked to treat each other and those they serve with the respect and dignity by answering their questions and providing them with any resources, supplies or information needed. Volunteers are one of the City's most valuable assets.

In order for a group of people to work together to accomplish organizational goals, regulation, policies and procedures must be established. The following behaviors have been identified as unacceptable for any volunteer. These behaviors are grounds for disciplinary actions, which include termination of the volunteer's activities for the City.

# **Unacceptable Work Behaviors and Offenses:**

- Consistent and or excessive tardiness or absences
- ❖ Obscene of abusive language or behavior on the job with the public
- ❖ Failure to follow supervisor's instruction/insubordination
- ❖ Acts or threats of physical violence
- **❖** Theft
- ❖ Consistently ineffective or insufficient technical knowledge
- ❖ Incompetence o inability to perform duties assigned
- Failure to comply with department policy, procedures, work rules or instruction
- ❖ Being under the influence of illicit drugs or alcohol while on duty or upon reporting to duty
- ❖ The unlawful possession of controlled substances on City property
- Falsifying records or documents
- ❖ Failure to meet expected standards or performance resulting in a poor quality or low volume of work
- ❖ Abuse of safety policies, work rules and procedures resulting in property damage or a preventable accident
- ❖ Having financial interest in or receiving a personable benefit from the profits or services rendered by the City
- ❖ The unauthorized or improper use of City facilities, materials or property
- ❖ Abandonment of the job
- Conduct discrediting the City
- Conviction of a crime
- ❖ Violation of any provision of the Charter, Ordinance, Code, Resolutions, Personnel Rules or any administrative regulation of a volunteer's superiors
- \* Refusing to cooperate with an investigation
- ❖ Acts or threats of child abuse

# **SECTION I**

# LEGAL AND ORGANIZATIONAL REQUIREMENTS OF ATHLETIC ASSOCIATIONS

# ATHLETIC ASSOCIATION LEGAL AND ORGANIZATIONAL REQUIREMENTS

# **BY-LAWS**

In order to operate an athletic association (each an "Association") in the City of John Creek, the City of Johns Creek Recreation and Parks Department requires each athletic association to adhere to the following minimum criteria:

# 1. ORGANIZATIONAL STRUCTURE

Each Association shall be governed by a Board of Directors and By-laws. A copy of the By-laws is required and must be turned into the City of Johns Creek Recreation and Parks Department before a facility use agreement can be issued.

The Board of Directors shall be elected annually via publicized and open elections. Eligible voters include current members of the Association, participants, parents and/or guardians having achieved the legal voting age as prescribed in Georgia law. The Board will consist of a minimum of five (5) members and will include: a president or Commissioner, Vice President or Vice Commissioner, Secretary, Treasurer, and Certification Officer. The City reserves the right to assign the Volunteer Coordinator or other Departmental Staff of the Association Board of Directors in an *ex officio* capacity.

Terms for elected officials should be limited to three (3) years and staggered to ensure a smooth transition from year to year. Officers may not succeed themselves for consecutive terms. A list of Board members names, addresses and phone numbers is required and must be submitted to the Recreation and Parks Department. Board members should live in the immediate area of the park or facility they represent.

When an Association is responsible for more than one sport (Baseball, Softball, Football, Cheerleading, Soccer, Tennis, Lacrosse, Track and Field, Swimming, Basketball, etc.) or the facilities are shared by two or more Associations, an Association member is required to sit on both boards to insure a smooth transition between seasons.

# 2. NONPROFIT ORGANIZATIONAL STATUS

Each Association must maintain Articles of Incorporation and registration with the Secretary of State's office as an active non-profit organization. When an Association is incorporated, a copy of the incorporation papers must be supplied to the Recreation and Parks Department. All such documentation shall be kept current. The City shall be notified of any changes in by-laws or corporate stature. Articles of Incorporation must be filed in the Recreation and Parks Department within ninety (90) days on approval to operate the Association on City property. An extension may be granted for good cause shown. For more information concerning incorporation, please contact the Recreation and Parks Department.

#### 3. DISCIPLINARY PANEL

Each Association is required to establish an Athletic Disciplinary Panel to resolve disputes using the guidelines outlined below.

- ❖ Appoint a three (3) or five (5) member Athletic Disciplinary Panel consisting of officers from the Board, the ex officio staff board member, and at least one non-board member.
- ❖ Schedule a face-to-face presentation from each party involved in the violation at a pre-designated location. Participants agree that the decision of the panel is final and binding.
- Render a binding decision within forty-eight (48) hours based on the facts gathered during the process.
- Notify the Volunteer Coordinator in writing of the dispute and the appropriate action taken by the Athletic Disciplinary Panel in a signed statement by the President of the Association within two weeks of the original incident.

#### 4. ATHLETIC ASSOCIATION MEETINGS

In addition to those meetings required through the laws of incorporation, all Associations must have at least one (1) membership meeting each year at a time and place fixed by the President of the Association. This meeting will include a representative from the City of Johns Creek Recreation and Parks Department and the proposed election of the Board of Directors. The Association President or his or her designated representative is required to attend the Quarterly President's Roundtable Meeting held within the Recreation and Parks Department offices.

#### 5. FINANCES AND FINANCIAL REPORTS

Each Association <u>must</u> supply the Recreation and Parks Department with an annual financial statement at the start and end of the season. This financial statement must be prepared on Form D, by a certified public accountant, and signed by the Association President verifying that the report is accurate. Failure to comply with this condition can result in the immediate termination of any existing agreement and/or the preclusion of the Association from actively pursuing future agreements with the City. The Association may appeal such action to the Manager of the Recreation and Parks Department whose decision shall be final.

A signed copy of the financial statement is required before the issuance of a facility use agreement.

#### 6. REGISTRATION OF PARTICIPANTS

All Associations who use the City of Johns Creek athletic facilities must have open registration for participants. Due to the limited number of facilities, limits on the number of participants may be necessary. A priority system may be installed when there are more participants than spots available. If it becomes necessary to institute a priority system, it must be approved by the City and the priority guidelines made available to the public.

The dates and times for registration will be determined by the President and the Board of Directors of the Association. The announcement of those dates will be given to the general public through normal publicity measures.

Each Association must provide the Recreation and Parks Department with a list of the days, times and location for registration. Once the participants have registered, a list of the participants' names, addresses, age, gender, phone number, and email address must be supplied to the Recreation and Parks Department.

When the schedule of games and activities are issued to participants, a copy must also be supplied to the Recreation and Parks Department. This includes anticipated and known tournament dates. This will help in the distribution of information to participants and the general public. A list of all managers, coaches and assistant coaches, team mates, and phone numbers must be supplied to the Recreation and Parks Department before the start of the season.

Once established, via a team roster, rosters are frozen except in the event of a declared tournament or special event occurring outside of seasonal scheduled play. The Association shall establish a process for the replacement of players that have left the team or have become injured. Teams found to be using players not appearing on the original roaster face expulsion from the Association.

The Association's Board of Directors or the sport specific Commissioner should designate a process for the selection of head coach, assistant coach and team membership selection (i.e. tenure, level 3 certification, etc.) The process must reflect these guidelines: (1) Distinguishing between experience and area of expertise for Head Coach and 1<sup>st</sup> year coach (2) Quantity certification, (e.g., two certifications vs. one), (3) Shadowing experience for 1<sup>st</sup> year coach and the like.

#### 7. LIABILITY INSURANCE COVERAGE

All Associations shall provide comprehensive liability insurance coverage. Coverage shall cover potential injuries to participants, officials or spectators as well as damage to City facilities and/or equipment. Minimum insurance limits shall be set by the City. Evidence of current coverage is required before an Association may commence use of City facilities. Failure to provide proof of acceptable levels of insurance coverage will result in forfeit of all rights and privileges to facilities.

#### 8. CONTRACT COMPLIANCE

All Association shall comply with the terms and conditions of the facility use agreement and the Policies & Procedures Manual. Compliances shall also include the timely submission of required and requested documentation including: facility use agreement, Certification of Insurance; Board of Directors/Officers; Participation Reports; List of Coaches; Game Schedules; Team Rosters; Annual Financial Reports; Non-City Resident participation fees; and the Annual Meeting/Election Notice.

Non-compliance will be addressed with the following 3-step procedure:

- Step 1: The Recreation and Parks Manager mails a letter to the Association President and Board Members outlining the offense.
- Step 2: The concession stand and athletic fields are locked, until the Association is compliant with the City of Johns Creek Recreation and Parks Department Policies and Procedures for Associations Operating on City of Johns Creek Property.
- Step 3: Volunteer(s) and/or Board members responsible for the offense(s) are released and the Association forfeits all rights and privileges for field use permit for the following season.

## **SECTION II**

## OPERATIONAL REQUIREMENTS OF ATHLETIC ASSOCIATIONS

## ATHLETIC ASSOCIATION OPERATIONAL REQUIREMENTS

#### 1. CERTIFICATION REQUIREMENTS

All managers, coaches, and assistant coaches are required to receive certification by one of the listed authorities: Dole, Simply the Best, ASEP, or NYSCA. The Recreation and Parks Department may honor the certification of other sports specific programs, however, such approvals will be done on a case by case basis. All coaches, assistant coaches and managers must be educated and trained on how to successfully coach a youth sports team. Every child in the program shall be assured that he or she will receive fair and safe coaching and that all participants will have a good chance for success. Each volunteer who is planning to coach or assist in the coaching of a youth league team is required to fill out a City of Johns Creek Volunteer Application prior to the start of each sports season.

Volunteers who fail to complete the application may be removed from the field at the discretion of the City. Any Association permitting non-certified volunteers to participate will forfeit all rights and privileges to facilities for failure to comply with this requirement.

The City reserves the right to suspend or reject a coach, assistant coach or other volunteer for non compliance with the certification requirements or unacceptable work behaviors and offenses as set forth in these policies. Any volunteer identified in such action may appeal to the Recreation and Parks Manager whose decision in such matters shall be final.

#### 2. CRIMINAL BACKGROUND SEARCH

In order to ensure the safety and well being of program participants, the city of Johns Creek reserves the right to mandate criminal background checks of all paid and volunteer staff. All background checks are to be conducted by a third party agency that specializes in this area. Any person can be disqualified or restricted in duties if, it is discovered that the person has been convicted of certain crimes and/or has pleaded guilty or no contest to certain crimes.

Prior to the start of each sports season, all prospective paid and volunteer staff must complete and sign the volunteer application authorizing the Association or its agent to conduct a criminal background search and check personal references. Without a completed and signed volunteer application, a person cannot serve in any paid and or volunteer position with the Association. The Association will conduct a search and check references for all prospective teen and adult volunteers. Both procedures comprise one component of the paid and volunteer staff placement process, the goal of which is to screen prospective paid and volunteer staff and place capable and qualified adults in all operational positions.

The criminal offenses that will disqualify a person from paid and volunteer staffing participation and the corresponding process used to determine disqualification are detailed below. The decision whether to exclude or limit a prospective paid and volunteer's staff participation is within the discretion of the Association and the Recreation and Parks Department. Factors to be considered in making such determinations include, but are not limited to, the nature of the paid or volunteer position, the nature of the conviction and when the crime occurred. The City's and each Association's primary concern is always to safeguard the best interest of participants in athletic and recreational activities.

#### Procedure to Criminal History Information

- ❖ Each prospective paid and volunteer staff must complete and sign Volunteer Application which authorizes the Association or its agents to ascertain the applicants' criminal history record according to Federal and Georgia State law.
- ❖ All paid and volunteer staff completing the application shall be considered to be "pending" until such time as the criminal history record is returned. The pending status shall not exceed sixty (60) days from receipt of the application in the administrative offices of the Association.
- ❖ Providing false information on the application is grounds for automatic exclusion from paid and volunteer assignments, regardless of the results of the criminal background search.
- ❖ Upon receiving a report, that a paid or volunteer staff has a criminal record, The Association shall review the record according to established procedures and decide what record(s) shall be forwarded to the Manager of the Recreation and Parks Department.
- The following rules shall apply if the department receives information (via criminal background search or reference check) that a pending paid or volunteer staff has been convicted of, or who has pled guilty or no contest to one of the following crimes under the laws of the State of Georgia, another states or the United States.

#### Automatic disqualification:

- Crimes against children
- Homicides
- Kidnapping
- **❖** Arson
- ❖ Bombs, Explosives, Chemical and Biological Weapons Offenses

#### Requires review by the Recreation and Parks Manager:

- Robbery
- Sexual Offenses
- Drug Offenses (misdemeanor and felony convictions)
- ❖ DUI Offenses (2 or more repeated convictions) within the last year
- ❖ Assault and Battery Offenses (felony convictions)
- Weapons and Dangerous Instruments
- Thefts (1 or more convictions within a 5-year period)

❖ Deposit Account Fraud (1 or more convictions within a 5-year period)

Requires review by the Association:

- First Offender Status
- ❖ DUI convictions within the last 5 years
- Illegal use of financial transaction card offenses
- Thefts (conviction six years ago or more)
- ❖ Motor Vehicle and Traffic Offenses
- ❖ Assault and Battery Offenses (misdemeanors, except repeated offenses)
- ❖ Deposit Account Fraud (conviction six years ago or more)
- Criminal Trespass and Damage to Property Offenses
- ❖ Forgery and Fraudulent Practices Offenses (less than 3 convictions within a 5-year period)
- Gambling Offenses
- ❖ Obstruction of Public Administration Offenses
- Reckless Conduct
- Public Order Offenses
- Other Misdemeanor Offenses

All information included in the contents of a criminal history report is confidential. The paid and volunteer staff may request a copy of his or her criminal history by contacting the Association or their designee.

The Recreation and Parks Manager or Association shall review the record taking into account the following:

- ❖ The nature and gravity of the offense(s)
- ❖ The presence or absence of a judicial disposition
- ❖ The disposition of the case
- ❖ The amount of time since the offense, conviction and completion of a sentence
- ❖ The individual's employment record and conduct since the offense, conviction and completion of sentence
- ❖ The response the individual gave on the application to the question regarding the individual's criminal history
- ❖ The nature of the paid and volunteer position in relation to the conduct
- ❖ The information included in the APPENDIX of this document to aid in the review of the criminal records

#### **APPENDIX**

#### 1. TERMINOLOGY

Single-state offender- criminal offenses on record only in the state (Georgia) for which a record was requested

Multi-state offender- criminal offenses on record in one or more states in addition to the state for which a record was requested

First offender- a statue which allows a person who otherwise has no criminal record to enter a guilty plea to the charged offense and serve a probationary sentence, the length of which is left to the discretion of the judge. If the defendant successfully completed the terms and length of the probation, the previously-entered guilty will be considered to be a First Offender plea under O.C.G.A. § 42-8-62. First Offender treatment is not considered a conviction and the defendant shall be considered to have been completely exonerated of the charge. First Offender records are not expunged, but rather are public records, conspicuously marked so as to indicate First Offender treatment. These are also reported to the Georgia Crime Information Center (GCIC).

Note: In these cases, employers are reminded to look at the behavior associated with the original offense and determined if such behavior may constitute moral turpitude and if public awareness of such conduct would diminish the effectiveness of a paid and volunteer staff. Looking solely at the outcome of the case in not sufficient to make such determination.

*Nolo Contendere-* a plea in which the defendant chooses not to contest the charge being prosecuted. Accordingly, while not admitting guilt, the defendant nevertheless waives all defenses and submits to a sentence to be imposed by the judge. The plea of Nolo Contendere is not technically a plea of guilt, but can be considered by a judge if the defendant commits the same offense again.

*Dismissal*- the adjudication of a criminal case in which the judge accepts the prosecutor's recommendation of a nolle prosequi.

*Nolle Prosequi*- a recommendation from the prosecutor to terminate criminal proceedings of a charge or charges against the defendant. This action is tantamount to the charges being dropped. The judge however is not obligated to follow the recommendation. The prosecutor can reinitiate the prosecution of the charge or charges within 6 months of the execution of the nolle prosequi.

*Misdemeanor*- criminal offense in which the maximum penalty carries not more than 12 months incarceration and not more that \$1,000 in fines.

*Felony*- criminal offenses in which the minimum penalty carries not less than 12 months incarceration and not less than \$1,000 in fines. Legal foundations establish that almost all felonies are offenses, which bear the label of moral turpitude- those acts, which violate accepted moral standards apart from law making the acts criminal.

*Probation*- that period of time (when a defendant, having pleaded guilty or is found to be guilty, convicted and sentenced) which does not consist of incarceration. Probation can be revoked and the defendant placed in custody (incarcerated), if terms of the probation are violated.

Charge- a written accusation containing the offense(s) the defendant is alleged to have committed.

Sentence- following conviction, the judge's imposition of a penalty for the offense(s) the defendant has either pled to or been found guilty of.

Disposition- the final resolution of criminal proceedings brought against a defendant. A disposition can consist of a dismissal, pleas (guilty or nolo contendere) verdict or nolle prosequi. The disposition of a criminal case will be recorded on the Judge's Sentencing Order and may be obtained from the clerk of the court in which the case was prosecuted. A copy is provided to the defendant upon the imposition of a sentence, sent to a probation office (if probation is part of the sentence) and is maintained in the clerk of court's office. A summary of the disposition may appear on the Criminal History report, if the information has been forwarded by the court to the appropriate state crime reporting system and such information has been entered into the crime information database. If information has not been entered into the database or if charges are pending, the disposition will not be shown on the report.

#### 2. ASSOCIATION FEES AND CHARGES

The Association may charge reasonable fees in order to conduct their program. The Association will adhere to then current fee policies set by the City, as they may be changed from time to time. Prior to the start of registration, all proposed fees and charges must be submitted and approved by the City of Johns Creek Recreation and Parks Department.

All revenue received by the Association must be used exclusively for the operation and promotion of the program being conducted or towards the City facility being used. Absolutely no admission or parking fees for games (including tournament or exhibition games), are to be collected at any City of Johns Creek Parks by an Association and/or other group without the prior knowledge and written consent of the Manager of the Recreation and Parks Department.

No paid and volunteer staff, unaffiliated with the Association, may handle cash or other items of value from citizens or vendors.

The Department reserves the right to audit the financial records of the Association at any reasonable time. Per the terms and conditions of the use agreement, the Association is mandated and required to provide a balance sheet to the City in consideration of further participation within this program.

#### 3. FINANCIAL ASSISTANCE

The Association has the authority to establish a scholarship program within financial limitations and to approve or deny each request based on the Association's documented criteria for determining need. Associations may be requested to provide proof of financial solvency prior to issuing scholarships or providing free participation. Scholarships may not be withheld from any eligible applicant indiscriminately.

#### 4. SAFETY AND EQUIPMENT

Each Association is responsible for operating their program(s) in as safe environment as possible. All sport equipment must meet national safety standards with regular documented inspections as to the condition of the equipment performance. This includes equipment rented, leased, donated, or loaned to participants by the Association. All fields should be inspected before each use to insure a safe atmosphere.

It is required that no less than one coach or assistant coach be on duty when teams or players are occupying the facilities. Associations must have a sufficient number of mature representatives present to supervise all scheduled activities from the time the participants arrive until the area has been completely vacated.

It is the responsibility of the Associations to have on hand and to maintain a first aid kit to deal wit cuts, bruises and contusions that may occur during activities. Associations are encouraged to purchase defibrillators and train members in their use.

It is the responsibility of the Association, coaches, assistant coaches, players and other paid and volunteer staff to report any illegal, unsafe or hazardous areas or activities on or near the activity area(s).

#### 5. DISCRIMINATION

Subject to appropriate classification for purposes of insuring the safety, health, and welfare of participants, each Youth Association agrees that all persons shall be offered the opportunity to participate in all Association programs regardless of race, color, national origin, religion, sex, age, and handicap, unless such participation would create a risk to the participant or an imminent danger to other participants, spectators, officials and/or themselves.

#### 6. MAINTENANCE RESPONSIBILITIES

Each Association is responsible for all field preparation for games and practices and all other maintenance above and beyond the regularly scheduled maintenance services by the City.

The Association is responsible for:

- ❖ Dragging, raking and lining the fields during the season
- ❖ Keeping the announcer's booth, concession stand and rest rooms clean and safe during the activity
- ❖ Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the proper trash receptacles before and after each event.
- ❖ Cleaning rest rooms during the event in addition to the regular Monday, Wednesday, Friday department cleaning
- Cutting grass in addition to the weekly mowing (done by the City, if weather permits)
- \* Report any damaged, dangerous or faulty equipment to the City of Johns Creek Recreation and Parks Department. Work request for general maintenance or special needs on existing facilities should be made in writing to the City of Johns Creek Recreation and Parks Department.

In lieu of a security/damage deposit the Association shall be responsible for security and any repair and replacement cost for any damage caused by negligence or misuse of premises. Any damaged items shall be assessed by the Recreation and Parks Department and the sole discretion rests with the Recreation and Parks Manager.

#### 7. PUBLIC USE OF FIELDS

All City of Johns Creek parks and recreation facilities are available for public use. Those facilities under a facility use agreement are available first to the indicated Association for scheduled games, activities, practice or maintenance. When not in use by the Association, the facilities are available to the public on a first come, first serve basis. The Association may not prohibit public access of facilities during unscheduled times. The Association may not manipulate facilities at the expense of public access rights. Changes or deviations to the Association's approved schedule must be submitted to, and approved by the Manager of Parks and Recreation prior to occupancy. Failure to comply with this condition will be viewed as non-compliance with the use agreement and subject to termination of said agreement.

#### 8. SUB-LEASE OF FACILITIES

The City of Johns Creek facilities under a facility use agreement to an Association may be permitted by the Association to a third party organization for the purpose of conducting additional sports activities or services. The City of Johns Creek Recreation and Parks Department must approve any third party agreement and associated fees. At

no time shall an Association engage in a third-party agreement, nor shall the Association sublet or subdivide county facilities. This includes, but is not limited to, USE OF FIELDS, CONCESSIONS FACILITIES, PAVILIONS AND/OR SIMILAR STRUCTURES without the prior knowledge and written consent of the Recreation and Parks Manager. Any violation of this regulation will forfeit the Association rights and privileges to operate on City properties, and could lead to an investigation and charges being filed. Any fees and/or charges must be used specifically to recoup maintenance, utility, and operational costs. Third parties must catty appropriate insurance or fall under coverage of facility use agreement holder as specified in Section I.

#### 9. ALTERATIONS/IMPROVEMENTS

The Association may not, without prior written approval from the Recreation and Parks Manager, make alterations and/or improvements to the Facilities. Said alterations/improvements, including permits, fees, utilities, inspections, easements, etc. shall be at the sole cost of the Association. The Association may not allow, permit or otherwise incur a lien of any sort or kind to be filed against said facilities. Alterations/improvements, if of a permanent nature, shall become a part of the premises and all title and rights to said alterations/improvements shall vest to the City.

If not of a permanent nature, said alterations/improvements may be removed by the Association upon termination of this agreement. In such case, the site shall be restored to the original condition, except for normal wear and tear.

## **SECTION III**

# CITY ORDINANCES PERTAINING TO CITY PARKS AND RECREATION

#### CITY ORDINANCES

#### 1. PARK HOURS.

All City parks shall be closed, and no person shall be authorized to be on the premises or property of any City park, between the hours of 12:00 midnight and 6:00 a.m., except authorized City employees or persons engaged in activities authorized by the City Recreation Board and Recreation Director, or the Council (Ch.8, Art. 2, Sec. 4(g)).

#### 2. ALCOHOLIC BEVERAGES.

It shall be unlawful for any person to possess and/or consume any alcoholic beverage, or be under the influence of alcoholic, malt and/or vinous beverage, within any public park and/or within any building under the supervision of the Recreation Director unless such usage is expressly permitted by signage or published rules of the particular park or recreation building (Ch.8, Art. 2, Sec. 4(a)).

#### 3. FIREARMS.

It shall be unlawful for any person to possess any firearm, air gun or any explosive substance in any of the City parks, unless written permission for such has been authorized by the Recreation Director (Ch.8, Art. 2, Sec. 4(b)).

#### 4. SMOKING.

It shall be unlawful for any minor to smoke in a park (Ch.8, Art. 2, Sec. 4(1)).

#### 5. NOISES.

It shall be unlawful for any person to make any unnecessary, loud noises, engage in noisy disputes or conversation, engage in any indecent or loud acts of behavior, or in any other manner disturb the public peace, quiet, and order in any of the City parks (Ch.8, Art. 2, Sec. 4(f)).

#### 6. PETS.

Any owner or custodian of a dog shall secure such dog under leash, which may be no longer than six (6) feet in length, and under the control of a competent person (Ch. 5, Art. 1, Sec. 9 (b)). Owners shall remove pet excrement from City parks (Ch. 8, Art. 2., Sec. 4 (h)).

#### 7. MOTOR VEHICLES.

It shall be unlawful for any person to drive, operate and/or park any motor vehicle, mini-bike, or motorcycle within any City park, except in areas designated for

such use. This section does not apply to City employees when municipal duties require them to drive over said park and/or to park their vehicles or equipment in order to perform City business (Ch.8, Art. 2, Sec. 4(e)).

#### 8. SPEED LIMIT.

It shall be unlawful for any person to operate a motorized vehicle upon any road within a park in the City at a speed greater than 15 miles per hour (Ch.8, Art. 2, Sec. 4(n)).

#### 9. SKATEBOARDS.

It shall be unlawful for any person to operate a skateboard on any street, lane, way, road, and/or any parking lot in any park in the City unless otherwise designated by signage or published rules (Ch.8, Art. 2, Sec. 4(m)).

#### 10. LITTERING.

It shall be unlawful for any person to place any paper, books, refuse, or trash of any kind in any of the public parks, except in containers provided for such (Ch. 8, Art. 2, Sec. 4(k)).

#### 11. POLLUTING WATER.

It shall be unlawful for any person to pollute or disturb any spring, branch, pond, fountain, or other water owned by or leased to the City (Ch.8, Art. 2, Sec. 4(j)).

#### 12. SWIMMING IN LAKES.

It shall be unlawful for any person to swim in or enter any lake at any park in the City for the purpose of swimming or wading unless a permit for such has been issued by the City Parks and Recreation Department or an authorized representative, or such person or persons are conducting Recreation Department Business (Ch.8, Art. 2, Sec. 4(o)).

#### 13. KILLING WILDLIFE.

It shall be unlawful for any person to hunt, trap, shoot, maim or kill any animal or wildlife, or attempt to do any of the above to any animal or wildlife within any of the City parks without the written permission of the Recreation Director (Ch.8, Art. 2, Sec. 4(d)).

#### 14. POSTING SIGNS.

It shall be unlawful for any person to affix any bill, sign, or notice on any tree, building, or fixture in any of the parks (Ch. 8, Art. 2, Sec. 4(k)).

#### 15. PERMIT REQUIRED.

It shall be unlawful for any person to engage in any activity in City parks which requires a permit and/or a ticket without first obtaining such permit and/or ticket (Ch.8, Art. 2, Sec. 4(i)).

## **SECTION IV**

## OPERATIONAL POLICIES OF ATHLETIC ASSOCIATIONS



#### DEPARTMENT OF PARKS AND RECREATION ATHLETIC ASSOCIATION OPERATIONAL POLICIES

#### 1. FACILITY USE AGREEMENT

Each Youth Athletic Association must enter into a Facility Use Agreement with the City of Johns Creek Department of Parks and Recreation. This agreement is executed by the President of the Athletic Association and the City of Johns Creek Board of Commissioners. This agreement is issued for a specified length of time and specifically identifies the facility to be used and the terms and conditions of said use.

Association who have utilized a facility during the previous year have provided programming that met the recreational needs of the community shall have first refusal on said facility for the upcoming year. If a new facility is opened in a park and is made available for association use then association (or groups) already using facilities in the park/area will have the right of first refusal.

Any group or organization who has worked in the previous year in conjunction with the Department of conducting a new program will have one calendar year to fulfill the requirements of an association. Any new association who wisher to enter an agreement with the City of Johns Creek must apply in writing and be prepared to present their case.

If more than one has made an application for a particular facility, The City of Johns Creek will make a determination based on which association will best meet the recreational needs of the community.

#### 2. FACILITY/PARK PERMITS

A Facility/Park Permit will be issued after the Facility Use Agreement is signed by all parties. It will contain specific dates and times the association has use of the facility/park. (Appendix, Form G)

## **EXHIBIT "B" (Page 1)**Completion of this form required upon execution of contract

Association to outline proposed reinvestment services/proveosts/value.	risions below, including
Total value of reinvestment services/provisions: \$	

Association to complete attached Project Improvement Report (Page 2, Exhibit "B") and forward to City prior to commencement of improvements.

#### EXHIBIT "B" (Page 2)

#### PROJECT IMPROVEMENT REPORT

Association Name			Page	of				
Contact Na	ame (Print)					Telephone Nui	nber	
□ APPR	OVED		NIED 🗆	PENDIN	IG	Date		
Submission Date	Project Construction Period (ex. 1wk)	Project Start Date	Project Description	Project Budget	Project Amount	Comments	Actual Start Date	Actual Completion Date
				\$	\$			
Association President  Department Director  Grants & Contracts Manager			Signature Signature Signature			Date Date Date		
	Department of Contracts Mana ress]		Recreation					

PARKS SERVICES	DATE SUBMITTED	RECEIVED DATE	RECEIVED BY
FINANCE	DATE SUBMITTED	RECEIVED DATE	RECEIVED BY

## **SECTION V**

**APPENDIX** 



## **DEPARTMENT OF PARKS AND RECREATION**YOUTH ATHLETIC ASSOCIATION CHECKLIST (Form A)

The following is a checklist of items that must be submitted to the Department of Parks and Recreation before a Facility Use Agreement can be issued. Once this information is signed by the President of the Association and the City of Johns Creek City Council, a permit will be issued for the fields for the coming year.

A written request by the association to use the athletic field(s). (Forms B)
A copy of the Associations By-laws. (If a copy is already on file, an additional
copy is not necessary).
A copy of the Youth Athletic Associations Charter, indicating the Association is registered with the Secretary of State as a non-profit organization. (If a copy is already on
file, an additional copy is not necessary).
A copy of current eligibility with the Internal Revenue Service. (If a copy is
already on file, an additional copy is not necessary).
A copy of the Current Board of Directors. (Form C)
Notification of Election (Form L)
A signed copy of last seasons financial statement. (Form D)
A copy of the Athletic Associations proposed charges – per person breakdown.
(Form E)
Registration information, dates, times, locations, etc. (Form F)
After the Facility Use Agreement has been signed by both parties, a Facility/Park Permit will be issued. It contains the specific times and dates the Association has access
to the facility. (An example copy of Facility /Park Permit has been included; Form G)
After the facility permit agreement has been signed, the Athletic Association must supply the Department of Parks and Recreation the following:
A list of all registered participants, names, ages, address, and phone numbers A check made payable to City of Johns Creek for \$15 per out-of-city program
participant.
A volunteer application for each coach, assistant coach, team mom/parent, and
Board Member. (Form H)
A list of all Youth League Head Coaches and the team they coach. (Form I)
A copy of the present practice and game schedule.
A copy of the participation summary sheet (Form I)



Request for Athletic Fields (Form B)

As President of the	Athletic Association,		
(Association Nar	Athletic Association,		
I,	, would like to request the use of the following		
(President's Name)			
athletic fields for the upcoming 20	season.		
1 5	(Name of sport)		
Please list the fields requested:			
We would like to start scheduling practic	ces on:		
Our Opening Day Ceremony will be:			
our opening buy ceremony win be.			



200\_\_\_ Board of Directors

\_\_\_\_\_ Athletic Association

(Form C\*) \*An Excel spreadsheet noting this information may be substituted.

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Income and Expense	Report _	to	, 200	
	_	_Athletic Ass		
	(Form			
INCOME:				
Registration Fees:				
Baseball			\$	•
Football			\$	•
Cheerleading			\$	•
Soccer			\$	•
Out-of-City Participants			\$	•
Fund Raisers:				
Candy Sales			\$	•
Raffles			\$	
Special Events			\$	
Sponsors Fees			\$	·
Donations			\$	
Outstanding Loans			\$	
Team Pictures			\$	
Uniforms			\$	
Other Services			\$	•
Player Physicals			\$	
Scholarships			\$	
Interest Income			\$	·
CONCESSIONS:				
Food Sales			\$	
Candy & Snack			\$	
Miscellaneous			\$	
	ТОТА	L INCOME	\$	
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EXPENSES:				
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Association Dues			\$	<u>-</u>
Uniforms				
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Football				·
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Soccer				
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Baseball			\$	
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Officials				

Baseball		\$	·
Football		\$	·
Soccer		\$	·
Photographer		\$	·
Special Events		\$	·
Insurance		\$	•
Physical		\$	
Refunds		\$	•
Storage		\$	·
CONCESSIONS			
Food Purchases		\$	
Candy		\$	
Purchases		\$ \$	
Utilities		\$ \$	
Miscellaneous		\$	<b>·</b>
Miscenaneous		Ψ	<b>-</b>
FIELD MAINTENANCE			
Field Upkeep		\$	·
Equipment		\$	
Chalk Dust/Paint			
Grass Cutting			·
Other		\$	
ADMINISTRATIVE EXPENSES			
Rent		\$	•
Utilities		\$	•
Telephone		\$	·
P.O. Box		\$	·
Program Advertising (Publicity	r)	\$	·
Newsletter		\$	·
Printing (Registration Forms, et	tc.)	\$	·
Postage		\$	
Office Supplies		\$	
Miscellaneous			·
Insurance (Players/Coaches/Ad	ministration)		<u>·</u>
Legal		:	·
Bank Charges		\$	·
AWARDS			
Banquet		\$	<b>-</b>
Team trophies			·
Individual trophies			·
Raffle tickets Awards for seller	'S	\$	
	TOTAL EXPENSES	\$	·
	EXCESS/DEFICIT	\$	•
We presently do our banking with:			
Checking Account balance:	\$		
Savings Account balance:	\$		
Investment Account balance:	\$		
Market and IDCC 000 TO	(6.000.000.000.000.000.000.000.000.000.0		
Must attach annual IRS form 990 Tax R		on to be to	
As President of the Athletic Association	, i certify the above financial information	on to be true.	
Signed:	Date:		
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 $Athletic \ Association's \ Proposed \ Fees \ and \ Charges \\ (Form \ E^*) \quad *An \ Excel \ spreadsheet \ noting \ this \ information \ may \ be \ substituted.$ 

SPORT:	_ YEAR:		SEASON:	
As President of theseason is as follows:		Athletic Assoc	ciation, our propo	sed fee charges this
Cost Per Player Breakdov	wn:			
Age Group		Registration Fe	ee	
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Does a second, third, or for If yes, what is the amount of Are scholarships available? What is the cost to the particular to the particula	or breakdown? (check one) $\square$ Ye	es $\square$ No; If ye	es, how many?	
The Players Registration	Fee includes: (che	eck)		
Game Jersey ☐ Gam Colored Undershirt ☐ ☐ Raffle Tickets ☐ Othe	Pictures ☐ Tro	ophies $\Box$		
What does the player get	to keep at the end	of the season	ı?	
Does the League fee includ for drawings, or other find	e all fees, or is eac	h participant r	required to sell rat	
Type of fundraiser:	7	Γype of item to	o sell:	
Each player is expected to s	sell:(#of items)	for \$		nt sold) total
Signed		_ (Association Pres	sident)	



Athletic Association's Proposed Fees and Charges (Form E2)

As President of the year is as follows:	Athletic Association, our proposed fee charges this
Cost Per Player Breakdown:	FOOTBALL
lbs. \$	lbs. \$
lbs. \$	lbs. \$
lbs. \$	lbs. \$
Does a second, third, or fourth	child get a break on price? (check one) □ Yes □ No
If yes, what is the amount or bre	akdown?
Are scholarships available? (che	ck one)   Yes   No; If yes, how many?
What is the cost to the participar	nt?
The Players Registration Fee i	ncludes: (check)
	nts□ Hat□ Socks□ T-shirt□ res□ Trophies□ Awards□
What does the player get to ke	ep at the end of the season?
•	fees, or is each participant required to sell raffle tickets, tickets as? (check one) $\Box$ Yes $\Box$ No If yes:
Type of fundraiser:	Type of item to sell:
Each player is expected to sell: _	(#of items) for \$, \$total (amount sold)
Signed	(Association President)



Registration Information (Form F)

The		Athle	tic Association w	ill conduct Player Registration for
	a	t the follo	wing times and lo	ocations:
	(sport)			
_	ration for <b>EXISTIN</b> will begin:	G PLAYI	ERS (those who p	participated in the league last year on a
			at	(location)
	(month, date, year)			(location)
from		to		
110111.	(time)	to	(time)	<u> </u>
	(month, date, year)  (time)		at	(location)
Other	registration dates inc	lude:		
			at	
	(month, date, year)			(location)
from:	(time)	to		<u>_</u> .
	(time)		(time)	
The se	eason is scheduled to	start on:		; the season will end on:



Facility/Park Permit (Form G)

This	agreement made the	day of		, 200	by and among the
		h	ereinafter refe	erred to as	"Organization", and the City of
	e of Organization) s Creek, Witnesseth that w	hereas the Organization	will utilize th	e	
		at			and whereas the City of Johns
(Facil	lity/Ball fields) k and the City of Johns Cre	(said Park being Cek Citizens desire such	City of Johns Cre recreational p	ek Facility) rograms b	e
provi	ided by the organization; th	ne City of Johns Creek a	nd Organizati	on agree a	as follows:
Reaso	on for park use:				
1.		f the above listed facilit			
		from			
		from			
		from			
	<del></del>	from	a.m/p.	m to	a.m/p.m
	<del></del>	from	a.m/p.	m to	a.m/p.m
		from	a.m/p.	m to	a.m/p.m
	Facility. Prior to negot Furnish the City of Joh 1. Organization' 2. Current list of Insure that no persons origin, religious backg Members of the organi	iating this contract, the one Creek with a copy of s By-Laws reflecting acfall officer's names, additionally be denied participaround, sex or age.	Organization in the comment of the c	must meet cipation c phone nur urk or prog	nbers. gram based on race, color, national of Johns Creek as stated in the Parks
	, therefore, the party in corrective office, this the			ein above	do hereby affix the signature of the
Print	Name and Title of Organiz	zation Official	Signat	ure of Org	ganizational Official
Print	Name and Title of Director	r, Parks & Recreation	Signat	ure of Dir	ector, Parks & Recreation



## Johns Creek Recreation and Parks Department 2007 Volunteer Application, Release, and Consent

(Form H)

I hereby apply to be a volunteer for the Johns Creek Recreation & Parks Department. I understand that if selected to be a volunteer I may not receive any financial compensation for my time and that I am responsible for my expenses. I further understand that my services as a volunteer will not be for any specific length of time or duration.

I understand that in order to be considered for a volunteer opportunity I must first successfully pass a background screening process. I hereby authorize the City to receive any criminal history on file pertaining to me from any federal, state, or local criminal justice agency. I understand that other criteria will be evaluated by the City to determine my ability to carry out the duties and responsibilities related to my application to be a volunteer. I understand that if selected to be a volunteer it is a privilege, not a right, and that as a volunteer for the City of Johns Creek, I would be an ambassador for the City and therefore would represent myself professionally and with integrity at all times. I would adhere to the terms and conditions as set forth for the volunteer opportunity for which I am applying.

I acknowledge the risk of injury while performing volunteer services for the City of Johns Creek, and I knowingly assume those risks; I accept the responsibility for my participation, including transportation to and from all activities associated with my volunteer services, and I represent that I am in sufficient good health and physical condition to undertake my volunteer services.

I release, discharge and hold harmless to the fullest extent permitted by law, the City of Johns Creek, the City of Johns Creek Recreation and Parks Department, and their respective officials, officers, employees, sponsors, organizers, supervisors, volunteers, participants and agents, from any and all claims, actions, or causes of action of whatever kind and nature, including claims for property damage, bodily injury or death, arising out of, or sustained as a result of, my participation as a volunteer for the City of Johns Creek.

I consent that my name, photograph, image, and/or likeness may be used, in perpetuity, by the City of Johns Creek for promotional and information purposes in print, on the City website, and in other media.

PRINT FULL NAME			SIGNATURE	DATE
ADDRESS			CITY STATE ZIP	
*SEX	*RACE	*DATE OF BIRTH*SO	CIAL SECURITY NUMBER	
*The above in	formation is necess	ary to retrieve criminal history	information.	
		-	EMAIL:	
How long have	e you lived in the st	FOR (SPORT/ACTIVITY) cate of Georgia?I		r most recent out-of-state resident
		a criminal offense?	NO	YES
•		a crime involving bounced		
Checks or stolen money?			NO	YES
Have you ever been convicted for use or sale of illegal drugs?			NO	YES
Has your driver's license ever been suspended or revoked?			NO	YES
Have you ever been convicted of child neglect or abuse?			NO	YES
Do you currently hold a valid Georgia Driver's License?			NO	YES
Do you have any pending offenses?			NO	YES



200\_\_\_\_ Volunteer Coaches Roster \_\_\_\_\_ Athletic Association

(Form I\*) \*An Excel spreadsheet noting this information may be substituted.

Team Name:	Team Name:
Head Coach:	Head Coach:
Phone #s:	Phone #s:
Team Name:	Team Name:
Head Coach:	Head Coach:
Phone #s:	Phone #s:
Team Name:	Team Name:
Head Coach:	Head Coach:
Phone #s:	Phone #s:
Team Name:	Team Name:
Head Coach:	Head Coach:
Phone #s:	Phone #s:
Team Name:	Team Name:
Head Coach:	Head Coach:
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Team Name:	Team Name:
Head Coach:	Head Coach:
Phone #s:	Phone #s:





## **Shakerag Park**







## **Athletic Field Rehabilitation Estimate**

FY2011 CIP Budget includes approximately \$400,000

#### Rehabilitation of Field would include:

- Laser Grading
- Irrigation
- Sod (Approx. 270,000 sq/ft Tift 419 Sod)
- Fencing
- Erosion Control





## **Shakerag Park Programming**

Renovated fields would provide the City with additional programming at Shakerag Park:

- Adult Athletics
- Youth Athletics
- Field Rentals
- Special Events





## **Questions/Discussion**





# A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO REQUEST THE CITY OF JOHNS CREEK'S GEORGIA LEGISLATIVE DELEGATION TO INTRODUCE CERTAIN AMENDMENTS TO THE CITY CHARTER FOR THE 2010 LEGISLATIVE SESSION

- WHEREAS, the City of Johns Creek Mayor and City Council is charged with the legislative authority for the City of Johns Creek; and
- WHEREAS, the City Council, from time to time, proposes that certain portions of the City Charter, originally passed by the Legislature in 2006 as HB 1321, be amended to ensure legal and orderly administration and governance of the City; and
- WHEREAS, the City Council wishes to request that the City's Delegation in the Georgia Legislature propose certain amendments to the City Charter, as listed below, for the 2010 Legislative Session; and
- WHEREAS, the City Council wishes to authorize the City Attorney to present this request to Representative Mark Burkhalter on behalf of our delegation for the purpose of introducing this Charter Amendment Legislation; and
- WHEREAS, the City Council hereby unanimously requests such Charter Amendments.

THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF JOHNS CREEK HEREBY RESOLVE to authorize the City Attorney to present the following requested changes to the City Charter to the City's Legislative Delegation to introduce at the 2010 Legislative Session, and such resolution is hereby made by unanimous consent of the City Council for the City of Johns Creek:

**SECTION 1:** The City Council hereby resolves to request the Georgia Legislature to make the following amendment to Section 6.11 of the City Charter:

#### Sec. 6.11. Millage

(b) For all years, the millage rate imposed for ad valorem taxes on real property shall not exceed 4.731, unless a higher millage rate is recommended by resolution of the City Council and subsequently approved by referendum by a majority of those citizens of the City voting in the referendum. This millage rate limit shall apply to the millage rate actually levied and shall not apply to the hypothetical millage rate computed under subsection (a) of Code Section 48-8-91 of the O.C.G.A., relating to conditions on imposition of the joint county and municipal sales tax.

**SECTION 2:** The City Council hereby resolves to request the Georgia Legislature to make certain amendments to Appendix A and B (Legal Description of the geographic boundaries of the City) of the City Charter, as attached hereto and incorporated herein as Exhibit A.

**SECTION 3**: The City Council hereby resolves to authorize the above-listed requests by unanimous consent.

SO RESOLVED AND EFFECTIVE, this 14th day of December, 2009.

Approved:

Michael E. Bodker, Mayor

Consented by:

Liz Hausmann

Karen Richardson

Ivan Figueroa

Dan McCabe

Bev Miller

Randall Johnson

Attest:

Joan C. Jones, City Clerk

#### **EXHIBIT A**

• On lines 31-32 of Page 51, strike the following language:

"thence running north along the east line of Land Lots 58, 57, and 56, aforesaid District and Section, to a point a the intersection of Land Lots 55, 56, 77 and 78, aforesaid District and Section;"

And substitute the following language:

-"thence running north along the east line of Land Lots 58, 57, and 56, aforesaid District and Section, to a point at the intersection of said land lot line of Land Lot 56 and the southern right-of-way of Brooks Bridge Crossing; thence leaving said land lot line running westerly along the south right-of-way Brooks Bridge Crossing, northerly along the west right-of-way of Brooks Bridge Crossing, and easterly along the north right-of-way of Brooks Bridge Crossing to the point at the intersection of the said right-of-way and the east line of Land Lot 56; thence leaving said right-of-way of Brooks Bridge Crossing and running north along the east line of Land Lot 56 to a point a the intersection of Land Lots 55, 56, 77 and 78, aforesaid District and Section;"

• Beginning at Line 8 of Page 53, strike the following language:

"thence leaving said south land lot line running north to and along the east line of said subdivision continuing along said course across the right-of-way of Kimball Bridge Road to a point on the northwesterly right-of-way of Kimball Bridge Road;"

And substitute the following language:

"thence leaving said south land lot line running north to and along the east line of said subdivision to a point on the southeasterly right-of-way of Kimball Bridge Road, thence southwesterly along the southeasterly right-of-way of Kimball Bridge Road to a point 220 feet more or less southwesterly, as measured along said right-of way, from the east line of Land Lot 119, thence North 17 degrees 00 minutes 50 seconds east across Kimball Bridge Road to the northwesterly right-of-way of Kimball Bridge Road at the southwestern corner of the property of the North Fulton Jewish Center, Inc. as described in that certain General Warranty Deed recorded in Deed Book 27176, page 276, Official Deed Records of Fulton County, Georgia;"

On Lines 12-13 of Page 53, strike the following language:

"at the intersection of said right-of-way with the westerly right-of-way of Fox Road;";

And substitute the following language:

"where said right-of-way intersects the southwest corner of that certain parcel of land (Fulton County tax id# 11044001940274, according to the parcel numbering system existing on January 1, 2009) described in that certain Warranty Deed, dated March 9, 2006, recorded in Deed Book 42235, Page 542, Official Deed Records of Fulton County, Georgia; thence leaving said right-of-way running northerly along the west property line of said parcel of land (Fulton County tax id# 11044001940274) and thence easterly along the north property line of said parcel of land (Fulton County tax id# 11044001940274) to a point where said north property line intersects the westerly right-of-way of Fox Road;"

#### • On Lines 16-26 of Page 54 of the Charter, strike the following language:

"thence leaving said right-of-way running southerly and easterly along the north property line of said Calumet Subdivision to the point where said north property line intersect the southeast corner of that certain parcel of land (Fulton County tax id# 21572011240102, according to the parcel numbering system existing on January 1, 2006) described in that certain Warranty Deed, dated April, 1982, recorded in Deed Book 8114, page 202 Official Deed Records of Fulton County, Georgia; thence leaving said north property line of Calumet Subdivision running north along the east property line of said parcel of land (Fulton County tax id# 21572011240102) following the course thereof to a point on the line dividing Fulton County, Georgia and Forsyth County, Georgia; running thence southeasterly along said Fulton-Forsyth County line";

#### And substitute the following language:

""thence leaving said right-of-way running S 00 degrees 32 minutes 38 seconds E a distance of 247.81 feet along the line dividing Lot 33 of Calumet Subdivision from that certain parcel of land (Fulton County tax id#21572011240128) to the southeast corner of said tax parcel, said point also being on the north line of Lot 34 of Calumet Subdivision, thence westerly along the line dividing Calumet Subdivision and the south line of tax parcel 21572011240128 and the south line of tax parcel # 21572011240102 to a point on the easterly right-of-way line of Douglas Road (60' rightof-way); thence northerly along the easterly right-of-way line of Douglas Road to a point identified as KC5013 on that certain survey attached to and made a part of a Fulton County Right of Way Deed recorded at Deed Book 35547, page 150, Official Records of Fulton County; thence westerly across Douglas Road to a point on the westerly right-of-way of Douglas Road; thence northerly along the westerly right-of-way of Douglas Road to its intersection with the north rightof-way of McGinnis Ferry Road; running thence southeasterly to a point identified as KC302019, as shown on Drawing No. RW-01 of the set of plans of the Department of Transportation State of Georgia for the Right-of-Way of Proposed McGinnis Ferry Road from Sargent Road to the Chattahoochee River (Project No. MSL-0004-00-(429)) dated March 14, 2005 and prepared by Moreland Altobelli Associates, Inc., which is hereby incorporated herein; thence following the

northerly required right-of-way line of McGinnis Ferry Road as set out in the set of plans of the Department of Transportation State of Georgia for the Right-of-Way of Proposed McGinnis Ferry Road from Sargent Road to the Chattahoochee River (Project No. MSL-0004-00-(429)) dated March 14, 2005 and prepared by Moreland Altobelli Associates, Inc., following the courses and distances thereof to a point identified as KC302826, as shown on Drawing No. RW-49 of the set of plans of the Department of Transportation State of Georgia for the Right-of-Way of Proposed McGinnis Ferry Road from Sargent Road to the Chattahoochee River (Project No. MSL-0004-00-(429)) dated March 14, 2005 and prepared by Moreland Altobelli Associates, Inc.; thence continuing easterly along the same course and bearing to the point where said line intersects the westerly county line of Gwinnett County, Georgia; thence leaving said line and running southerly along the westerly county line of Gwinnett County, Georgia to the point where said line intersects the northeasterly point of Fulton County, Georgia, at the point where Fulton County, Georgia intersects the westerly county line of Gwinnett County, Georgia and the southerly county line of Forsyth County, said point being the point of beginning. All references and points set out herein are as of January 1, 2006 unless otherwise stated.

House Bill 1483

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By: Representatives Burkhalter of the 50th, Rice of the 51st, Willard of the 49th, and Martin of the 47th

### A BILL TO BE ENTITLED AN ACT

1	To amend an	Act incorporating	the City of Johns	Creek, approved	March 29, 2006 (	Ga L.

- 2006, p. 3503), as amended by an Act approved May 11, 2009 (Ga. L. 2009, p. 3998), so as 2
- to change provisions relating to the maximum rate of ad valorem taxation to be levied by the 3
- city; to change the description of the territory included in the city; to provide for related
- 5 matters; to provide for submission of this Act for preclearance under the federal Voting
- Rights Act; to repeal conflicting laws; and for other purposes.

#### 7 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

8 SECTION 1. 9 An Act incorporating the City of Johns Creek, approved March 29, 2006 (Ga. L. 2006, p. 10 3503), as amended by an Act approved May 11, 2009 (Ga. L. 2009, p. 3998), is amended by 11 revising subsection (b) of Section 6.11 as follows: 12 "SECTION 6.11. 13 Millage.

(b) For all years, the millage rate imposed for ad valorem taxes on real property shall not exceed 4.731, unless a higher millage rate is recommended by resolution of the city council and subsequently approved by referendum by a majority of those citizens of the city voting in the referendum. This millage rate limit shall apply to the millage rate actually levied and 17 18 shall not apply to the hypothetical millage rate computed under subsection (a) of Code 19 Section 48-8-91 of the O.C.G.A., relating to conditions on imposition of the joint county 20 and municipal sales tax."

21 SECTION 2.

- 22 Said Act is further amended by revising Appendix A contained in the original 2006 Act to
- read as stated in Appendix A attached to and made a part of this amendatory Act. 23

24 SECTION 3.

- 25 The governing authority of Johns Creek shall through its legal counsel cause this Act to be
- 26 submitted for preclearance under the federal Voting Rights Act of 1965, as amended; and
- 27 such submission shall be made to the United States Department of Justice or filed with the
- 28 appropriate court no later than 90 days after the date on which this Act is approved by the
- 29 Governor or otherwise becomes law without such approval.

30 SECTION 4.

31 All laws and parts of laws in conflict with this Act are repealed.

33	If approved by the voters as described in Section 7.14 of this charter, the corporate limits of
34	the City of Johns Creek shall include the following described territory except that the
35	corporate limits of the City of Johns Creek shall not include any part of the following
36	described territory which has been validly annexed to another city by an annexation
37	completed before this Act is approved by the Governor or becomes law without such
38	approval:
39	Commencing at the northeasterly point of Fulton County, Georgia at the point where
40	Fulton County, Georgia intersects the westerly county line of Gwinnett County, Georgia,
41	the southerly county line of Forsyth County, Georgia, as the boundaries existed on January
42	1, 2006, and the Chattahoochee River; running thence generally southwesterly along the
43	southeastern line of Fulton County where it intersects the northeasterly line of Gwinnett
44	County, following the meanderings of the Chattahoochee River, to the point where said
45	Fulton-Gwinnett County line intersects the dividing line between Fulton County Voting
46	Precincts NC11A and NC06, as they existed on January 1, 2006; thence leaving said
47	Fulton-Gwinnett County line, running northwesterly along said dividing line between
48	voting precincts to its intersection with Barnwell Road; thence following Barnwell Road
49	northeasterly to the point where said right-of-way intersects with Jones Bridge Road;
50	thence following Jones Bridge Road northerly to the point where said right-of-way
51	intersects with Old Alabama Road; thence following the right-of-way of Old Alabama
52	Road west to the point where said right-of-way intersects with the right-of-way of
53	Brumbelow Road; thence following the right-of-way of Brumbelow Road south to the
54	point where said right-of-way intersects with the south land lot line of Land Lot 924, 1st
55	District, 2nd Section, Fulton County, Georgia, said point also being the southeastern corner
56	of that certain parcel of land (Fulton County tax id# 12318008950488, according to the
57	parcel numbering system existing on January 1, 2006) described in that certain Quit Claim
58	Deed, dated May 5, 1997, recorded in Deed Book 22692, page 012, Official Deed Records
59	of Fulton County, Georgia, said point further representing the southeasterly corner of
60	Newtown Park; thence leaving said right-of-way running west along the south line of Land
61	Lots 924 and 895, aforesaid District and Section, to a point at the intersection of Land Lots
62	894, 895, 869 and 870, aforesaid District and Section, said point also being the southwest
63	corner of Newtown Park; thence running north along the west land lot line of Land Lot 895
64	to a point to its northernmost point adjacent to the east boundary of the Chartwell
65	Subdivision, as set out on that certain plat entitled Final Subdivision Plat of Chartwell, Unit
66	1, Phase 1, by Travis Pruitt & Associates, Inc., recorded at Plat Book 188, page 49, Official
67	Deed Records of Fulton County, Georgia; thence leaving said land lot line following the

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east boundary of the Chartwell Subdivision northwesterly to Old Alabama Road; thence running along the right-of-way of Old Alabama Road to its intersection with the northeast corner of the Old Alabama Square Shopping Center as set out on that certain plat entitled Old Alabama Square, Exemption Plat, by Post, Buckley, Schuh & Jernigan, Inc., recorded at Plat Book 220, page 124, Official Deed Records of Fulton County, Georgia; thence leaving said right-of-way running south and southwest along the east line of said shopping center parcel (said line also being set out on the aforementioned plat of Chartwell Subdivision) to a point at the southeast corner of said shopping center parcel; thence running west along the south line of said shopping center parcel to a point at the centerline of a creek, the same being located at the southwest corner of said shopping center parcel, said point also being located on the east property line of that certain parcel of land (Fulton County tax id# 12304008391576, according to the parcel numbering system existing on January 1, 2006) said parcel being described in that certain General Warranty Deed, dated June 24, 1999, recorded in Deed Book 27358, page 340, Official Deed Records of Fulton County, Georgia; thence running southerly along the meanderings of said creek along the east line of said parcel of land (Fulton County tax id# 12304008391576) to its intersection with the south land lot line of Land Lot 840, aforesaid District and Section; thence leaving the centerline of said creek running west along the south line of land lots 840 and 817 to its intersection with the easterly boundary of City of Roswell, Georgia, as said boundary existed on January 1, 2006, at the right-of-way of Nesbit Ferry Road; thence running north along said right-of-way of Nesbit Ferry Road to the point in Land Lot 818, aforesaid District and Section, where said eastern boundary leaves the right-of-way of Nesbit Ferry Road; thence following said eastern boundary northwest to the point where said eastern boundary intersects the east land lot line of Land Lot 787, aforesaid District and Section; thence running northeasterly along the eastern boundary of the City of Roswell, Georgia, following the courses and distances thereof, to a point in Land Lot 867, aforesaid District and Section, where said boundary line intersects the northwest corner of the Magnolia Park Subdivision as set out on that certain plat entitled Final Plat for Magnolia Park, by Post, Buckley, Schuh & Jernigan, Inc., recorded at Plat Book 224, page 89, Official Deed Records of Fulton County, Georgia, said point also lying on the south line of the Willow Springs Subdivision, as set out on that certain plat entitled Final Plat Willow Springs S/D, Unit 5, by Mayes Sudderth & Etheridge, Inc., recorded at Plat Book 116, page 40, Official Deed Records of Fulton County, Georgia; thence leaving said boundary line of the City of Roswell, Georgia, running southwest along the west line of said Magnolia Park Subdivision to a point at the southwest corner of said Magnolia Park Subdivision; thence running east, north and east along the south line of said Magnolia Park Subdivision to the point where said line intersects with Haynes Bridge Road at the southeast corner of said

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Magnolia Park Subdivision; thence running north along the right-of-way of Haynes Bridge Road, to the point in Land Lot 867, aforesaid District and Section, at the northerly intersection of said right-of-way with the east boundary line of the aforementioned Final Plat Willow Springs S/D, Unit 5; thence leaving said right-of-way running west along the boundary line of the Willow Springs Subdivision to a point on the west land lot line of Land Lot 867, aforesaid District and Section; thence continuing north along said east boundary line of Willow Springs Subdivision following the west land lot line of Land Lots 867 and 866, aforesaid District and Section, to the point at the intersection of Land Lots 843, 844, 865 and 866, aforesaid District and Section, said point also lying on the south boundary line of that certain Wentworth Subdivision as set out on that certain plat entitled Final Plat for Wentworth, by Hayes, James & Associates, recorded at Plat Book 214, page 129, Official Deed Records of Fulton County, Georgia; thence running west along the south boundary of Wentworth Subdivision, and Land Lot 844, aforesaid District and Section, to a point at the southwest corner of said subdivision; thence leaving said land lot line running north along the west boundary of said Wentworth Subdivision, following the courses and distances thereof across the right-of-way of Haynes Bridge Road, to a point at the northwest corner of said Wentworth Subdivision, said point being located on the north line of Land Lot 844, aforesaid District and Section; thence running east along the north line of said Wentworth Subdivision, along the north lines of Land Lots 844 and 865. aforesaid District and Section, to a point at the northeast corner of said subdivision; thence leaving said land lot line, running south along the east boundary of said Wentworth Subdivision to the point at which said boundary line intersects the northerly point of that certain parcel of land (Fulton County tax id# 12302008650447, according to the parcel numbering system existing on January 1, 2006) described in that certain Deed, dated September 1, 2004, recorded in Deed Book 38424, page 122, Official Deed Records of Fulton County, Georgia; thence running southeast and southerly along the east property line of said parcel of land to a point, said point also lying at the northeast corner of that certain parcel of land (Fulton County tax id# 12302008650173, according to the parcel numbering system existing on January 1, 2006) described in that certain Deed, dated September 2, 2004, recorded in Deed Book 38424, page 118, Official Deed Records of Fulton County; thence running south along the east line of said parcel of land (Fulton County tax id# 12302008650173) to a point at the southeast corner of said parcel of land: thence running southwest along the southeast property line of said parcel of land (Fulton County tax id# 12302008650173) to a point on the right-of-way of Haynes Bridge Road; thence following the right-of-way of Haynes Bridge Road southeast to the intersection of Haynes Bridge Road and Alvin Road; thence running northeasterly along Alvin Road to a point at its intersection in Land Lot 898, aforesaid District and Section, with the southeast

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corner of the Berkshire Manor Subdivision, Unit One, as set out on that certain plat recorded in the Official Deed Records of Fulton County, Georgia; thence running north along the east boundary of said Berkshire Manor Subdivision following said east boundary of the Berkshire Manor Subdivision along Unit One, Unit Three, and Unit Five thereof, to the point at which said east boundary intersects the south line of Land Lot 900 the same lying at the southwest corner of the Summer Trace Subdivision as set out on that certain plat entitled Final Plat for Summer Trace, Unit Two, by Civil Design, Inc., recorded at Plat Book 149, page 5, Official Deed Records of Fulton County, Georgia; thence running east along said south land lot line to point at the intersection of said land lot line and the southeast corner of Lot 104 of set forth on said Summer Trace Subdivision Plat; thence leaving said land lot line running northwest along the northeast property line of said Lot 104 to the north corner of said lot 104, said point also being located at the southwest corner of Unit III of the Summer Trace Subdivision as set out on that certain Final Plat for Summer Trace, Unit III, by Civil Design, Inc., recorded at Plat Book 153, page 1, Official Deed Records of Fulton County, Georgia; thence running northwest along the westerly line of said Unit III of the Summer Trace Subdivision following the courses and distances thereof to a point at its intersection with the City of Alpharetta, Georgia, as it existed on January 1, 2006, at Long Indian Creek; thence following said boundary line of the City of Alpharetta, Georgia southeasterly along the meanderings of Long Indian Creek to the point where Long Indian Creek intersects the easterly line of Land Lot 864, aforesaid District and Section, there leaving said boundary line of the City of Alpharetta, Georgia; thence continuing along the meanderings of Long Indian Creek easterly to the point where Long Indian Creek intersects the east line of Land Lot 918, aforesaid District and Section; thence leaving Long Indian Creek running south along said east land lot line of Land Lot 918 to the point where said east line intersects with the north line of Land Lot 11, 1st District, 1st Section of Fulton County, Georgia; thence running east along said north land lot line of said Land Lot 11 to a point where said land lot line intersects with that certain Storm Drain Line located northeasterly from the northeastern line of Timberstone Subdivision, Section III, as set out on that certain plat entitled Final Subdivision Map for Timberstone Section III, by Urban Engineers, Inc., recorded at Plat Book 115, page 81, Official Deed Records of Fulton County, Georgia; thence following the meanderings of said Storm Drain Line southeasterly in said Land Lot 11 to the point where said Storm Drain Line intersects with the south line of said Land Lot 11; thence running east along said south line of said Land Lot 11 to the point at the intersection of Land Lots 11, 12, 35 and 36, aforesaid District and Section; thence running south along the east line of said Land Lot 12 to the point where said land lot line intersects with the southwest corner of Lauren Hall Subdivision, as set out on that certain plat entitled Final Plat of Lauren Hall Subdivision, by Watts & Browning

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Engineers, Inc., dated February 13, 1995, recorded at Plat Book 186, page 2, Official Deed Records of Fulton County, Georgia; thence running easterly along the south line of said Lauren Hall Subdivision following the courses and distances thereof to a point on the northwesterly right-of-way of Jones Bridge Road; thence running northeast along said northwesterly right-of-way of Jones Bridge Road to the point at which said right-of-way intersects the northeast right-of-way of Waters Road; thence leaving said right-of-way of Jones Bridge Road running northwest along said northeast right-of-way of Waters Road to a point at the northwesterly corner of that certain parcel of land (Fulton County tax id# 11018000580174, according to the parcel numbering system existing on January 1, 2006) described in that certain Warranty Deed, dated January 2, 1996, recorded in Deed Book 20494, page 331, Official Deed Records of Fulton County, Georgia; thence leaving said right-of-way running northeasterly along the northerly property line of said parcel of land to a point at the northeast corner of said parcel of land, said point also constituting the northwesterly corner of that certain parcel of land (Fulton County tax id# 11018000581370, according to the parcel numbering system existing on January 1, 2006) described in that certain Warranty Deed, dated April 19, 2002, recorded in Deed Book 32301, page 65, Official Deed Records of Fulton County, Georgia; thence running northeasterly along the northerly property line of said parcel of land (Fulton County tax id# 11018000581370) to a point at the northeast corner of said parcel of land, said point being located on the southwesterly property line of that certain parcel of land (Fulton County tax id# 11018000570290, according to the parcel numbering system existing on January 1, 2006) described in that certain Warranty Deed, dated October 10, 2001, recorded in Deed Book 31201, page 149, Official Deed Records of Fulton County, Georgia; thence running northwesterly along said southwesterly property line to a point at the northwest corner of said parcel of land; thence running southeasterly along the northwesterly property line to a point at the northeast corner of said parcel of land, said point being located on the east land lot line of Land Lot 58, aforesaid District and Section; thence running north along the east line of Land Lots 58, 57, and 56, aforesaid District and Section, to a point at the intersection of said land lot line of Land Lot 56 and the southern right-of-way of Brooks Bridge Crossing; thence leaving said land lot line running westerly along the south right-of-way Brooks Bridge Crossing, northerly along the west right-of-way of Brooks Bridge Crossing, and easterly along the north right-of-way of Brooks Bridge Crossing to the point at the intersection of the said right-of-way and the east line of Land Lot 56; thence leaving said right-of-way of Brooks Bridge Crossing and running north along the east line of Land Lot 56 to a point a the intersection of Land Lots 55, 56, 77 and 78, aforesaid District and Section; thence running east along the north line of Land Lots 77 and 96, aforesaid District and Section, to a point at the intersection of Land Lots 95, 96, 115 and

216 116, aforesaid District and Section; thence running south along the east line of said Land Lot 96 to a point located at the northwesterly corner of that certain parcel of land (Fulton 217 218 County tax id# 11028001150240, according to the parcel numbering system existing on 219 January 1, 2006) described in that certain Executor's Deed, dated May 28, 2003, recorded 220 in Deed Book 35203, page 391 Official Deed Records of Fulton County, Georgia; thence 221 leaving said land lot line running east along the north property line of said parcel of land 222 (Fulton County tax id# 11028001150240), to a point on the westerly right-of-way of Buice 223 Road; thence following said right-of-way northerly and westerly to the point where said 224 right-of-way intersects the east line of Land Lot 94, aforesaid District and Section, said 225 point being located on the east boundary of Ocee Park; thence leaving said right-of-way running south along said east line to a point at the intersection of Land Lots 94, 95, 116, 226 227 and 117, aforesaid District and Section; thence running west along the south line of said 228 Land Lot 94 to a point at the intersection of Land Lots 78, 79, 94 and 95, aforesaid District 229 and Section; running thence north along the west line of said Land Lot 94 to a point at the 230 intersection of Land Lots 79, 80, 93 and 94, aforesaid District and Section; thence running 231 east along the north line of said Land Lot 94 to a point located at the southeast corner of 232 that certain parcel of land (Fulton County tax id# 11027000930164, according to the parcel 233 numbering system existing on January 1, 2006) the same being set forth on that certain plat 234 entitled Final Plat for Donald Allen Fuqua, by Brumbelow-Reese & Assoc., Inc., dated 235 November 10, 1983, recorded at Plat Book 133, page 16, Official Deed Records of Fulton 236 County, Georgia; thence leaving said land lot line running northwesterly along the east 237 property line of said parcel of land to a point on the southeast right-of-way of Kimball 238 Bridge Road; thence running northeast along said right-of-way to the intersection of said right-of-way and the east right-of-way of Buice Road; thence leaving said right-of-way of 239 240 Kimball Bridge Road running southeasterly along the east right-of-way of Buice Road, following the courses and distances thereof, to the point at the intersection of said 241 242 right-of-way and the south line of Land Lot 116, aforesaid District and Section, said point 243 being located at the southwest corner of the Pinewalk Subdivision, Unit One, as set forth 244 on that certain plat entitled Final Plat - Unit One - Pinewalk Subdivision, by Engineering 245 and Surveying, Inc., recorded at Plat Book 158, page 101, Official Deed Records of Fulton County, Georgia; thence leaving said right-of-way of Buice Road running east along the 246 south line of Land Lots 116 and 133, aforesaid District and Section, along the south 247 248 property line of said Pinewalk Subdivision to a point at the southeast corner of said 249 subdivision; thence leaving said land lot line running north along the east property line of 250 said Pinewalk Subdivision, Unit One, as shown on said plat, to a point at the northeast 251 corner of said Pinewalk Subdivision; thence running west along the north line of said 252 Pinewalk Subdivision, Unit One, as shown on said plat, to the point at which said property

253 line intersects with the west land lot line of said Land Lot 133; thence running north along the west land lot line of Land Lot 133, 132 and 131, aforesaid District and Section to a 254 255 point at the intersection of Land Lots 118, 119, 130 and 131, aforesaid District and Section; thence running west along the south line of said Land Lot 119, 100.31 feet to a point at the 256 257 intersection of said land lot line and the a point immediately south of the southeast corner 258 of The Pines at Kimball Bridge, Unit One, as set forth on that certain plat entitled Final Plat 259 of: The Pines at Kimball Bridge, Unit One, by Hayes, James & Associates, recorded at Plat Book 140, page 33, Official Deed Records of Fulton County, Georgia; thence leaving said 260 261 south land lot line running north to and along the east line of said subdivision to a point on the southeasterly right-of-way of Kimball Bridge Road, thence southwesterly along the 262 southeasterly right-of-way of Kimball Bridge Road to a point 220 feet more or less 263 264 southwesterly, as measured along said right-of way, from the east line of Land Lot 119, 265 thence North 17 degrees 00 minutes 50 seconds east across Kimball Bridge Road to the 266 northwesterly right-of-way of Kimball Bridge Road at the southwestern corner of the property of the North Fulton Jewish Center, Inc. as described in that certain General 267 Warranty Deed recorded in Deed Book 27176, page 276, Official Deed Records of Fulton 268 269 County, Georgia; thence running northeasterly following said northwesterly right-of-way 270 of Kimball Bridge Road to a point where said right-of-way intersects the southwest corner 271 of that certain parcel of land (Fulton County tax id# 11044001940274, according to the 272 parcel numbering system existing on January 1, 2009) described in that certain Warranty 273 Deed, dated March 9, 2006, recorded in Deed Book 42235, Page 542, Official Deed 274 Records of Fulton County, Georgia; thence leaving said right-of-way running northerly along the west property line of said parcel of land (Fulton County tax id# 275 276 11044001940274) and thence easterly along the north property line of said parcel of land 277 (Fulton County tax id# 11044001940274) to a point where said north property line intersects the westerly right-of-way of Fox Road; thence running northerly along said 278 279 westerly right-of-way of Fox Road to a point where said right-of-way intersects with the 280 south line of Land Lot 196, aforesaid District and Section; thence leaving said right-of-way 281 running east along the south line of Land Lots 196 and 232, aforesaid District and Section 282 to a point at the intersection of said land lot line and the southeast corner of that certain 283 Windward / Southpointe Development as set forth on that certain plat entitled Final Plat for Windward Properties, Inc. Being Pod 39, Blocks I, J &K, Windward / Southpointe, by 284 285 Rochester Associates, Inc., recorded at Plat Book 159, page 130, Official Deed Records of 286 Fulton County, Georgia; thence leaving said south land lot line running north along the east 287 property line of said Windward / Southpointe Development to a point where said east 288 property line intersects with the north line of Land Lot 232, aforesaid District and Section; 289 thence running east along the north lines of Land Lots 232 and 233, aforesaid District and

290 Section to the point at the intersection of said land lot line of Land Lot 233 and the northwest right-of-way of Jones Bridge Road; thence leaving said land lot line running 291 292 northeast along said northwest right-of-way of Jones Bridge Road to the point where said right-of-way intersects the east line of Land Lot 1256, 2nd District, 1st Section, Fulton 293 294 County, Georgia; running thence north along the east line of Land Lots 1256, 1231, 1190 295 and 1165, aforesaid District and Section, to the northerly point of Laurel Cove Subdivision - Unit II on said east line of said Land Lot 1165 as set forth on that certain plat entitled 296 297 Final Plat Laurel Cove - Unit II, Douglas Road (Formerly Known as Huntington Trace 298 Subdivision - Unrecorded), by Patterson & Smith, Inc., dated October 2, 2001, last revised 299 August 7, 2002, recorded at Plat Book 231, page 88, Official Deed Records of Fulton County, Georgia; thence leaving said land lot line running northwesterly along the 300 301 northeasterly property line of said Unit II of said subdivision, following the courses and distances thereof, to the point where said property line intersects the easterly property line 302 303 of Laurel Cove Subdivision, Unit I, as set forth on that certain plat entitled Final Plat 304 Laurel Cove / Douglas Road, dated May 3, 2001, recorded at Plat Book 238, page 74, Official Deed Records of Fulton County, Georgia, thence continuing northerly, following 305 306 the courses and distances of Unit I thereof, to the point at which said easterly property line 307 of said Laurel Cove Subdivision, Unit I, intersects with the north land lot line of Land Lot 1165, aforesaid District and Section; thence running east along the north line of Land Lot 308 309 1165, aforesaid District and Section, to a point located at the intersection of Land Lots 1124, 1125, 1164 and 1165, aforesaid District and Section; thence leaving said land lot line 310 running northwest, southwest and northwest along the easterly property line of the Calumet 311 312 Subdivision as set forth on that certain plat entitled Final Plat of Calumet, by Watts & Browning Engineers, dated January 16, 1991, revised January 23, 1991, recorded at Plat 313 314 Book 171, page 14, Official Deed Records of Fulton County, Georgia, to the point where 315 said easterly property line intersects the southerly right-of-way of Old McGinnis Ferry 316 Road: thence running westerly along the right-of-way of said Old McGinnis Ferry Road 317 to the westerly point of said Calumet Subdivision adjacent to said right-of-way; thence 318 leaving said right-of-way running S 00 degrees 32 minutes 38 seconds E a distance of 319 247.81 feet along the line dividing Lot 33 of Calumet Subdivision from that certain parcel 320 of land (Fulton County tax id#2157201 1240128) to the southeast corner of said tax parcel, said point also being on the north line of Lot 34 of Calumet Subdivision, thence westerly 321 along the line dividing Calumet Subdivision and the south line of tax parcel 322 21572011240128 and the south line of tax parcel # 21572011240102 to a point on the 323 easterly right-of-way line of Douglas Road (60 right-of-way); thence northerly along the 324 easterly right-of-way line of Douglas Road to a point identified as KC5013 on that certain 325 326 survey attached to and made a part of a Fulton County Right of Way Deed recorded at

Deed Book 35547, page 150, Official Records of Fulton County; thence westerly across 327 Douglas Road to a point on the westerly right-of-way of Douglas Road; thence northerly 328 along the westerly right-of-way of Douglas Road to its intersection with the north 329 right-of-way of McGinnis Ferry Road; running thence southeasterly to a point identified 330 331 as KC302019, as shown on Drawing No. RW-O1 of the set of plans of the Department of 332 Transportation State of Georgia for the Right-of-Way of Proposed McGinnis Ferry Road from Sargent Road to the Chattahoochee River (Project No. MSL-0004-00-(429)) dated 333 334 March 14, 2005 and prepared by Moreland Altobelli Associates, Inc., which is hereby 335 incorporated herein; thence following the northerly required right-of-way line of McGinnis 336 Ferry Road as set out in the set of plans of the Department of Transportation State of 337 Georgia for the Right-of-Way of Proposed McGinnis Ferry Road from Sargent Road to the 338 Chattahoochee River (Project No. MSL-0004-00-(429)) dated March 14, 2005 and 339 prepared by Moreland Altobelli Associates, Inc., following the courses and distances 340 thereof to a point identified as KC302826, as shown on Drawing No. RW-49 of the set of 341 plans of the Department of Transportation State of Georgia for the Right-of-Way of 342 Proposed McGinnis Ferry Road from Sargent Road to the Chattahoochee River (Project 343 No. MSL-0004-00-(429)) dated March 14, 2005 and prepared by Moreland Altobelli 344 Associates, Inc.; thence continuing easterly along the same course and bearing to the point 345 where said line intersects the westerly county line of Gwinnett County, Georgia; thence 346 leaving said line and running southerly along the westerly county line of Gwinnett County, Georgia to the point where said line intersects the northeasterly point of Fulton County, 347 348 Georgia, at the point where Fulton County, Georgia intersects the westerly county line of Gwinnett County, Georgia and the southerly county line of Forsyth County, said point 349 being the point of beginning. All references and points set out herein are as of January 1, 350 2006 unless otherwise stated. 351